

## Terms and Conditions of Sale

1. General These standard conditions apply to all sales of equipment or services provided by Cambridge Reactor Design Ltd., ("the Seller") and may not be varied except as specifically agreed by the Seller in writing.
2. Quotation and Order Acknowledgements Every quotation, tender, pro-forma invoice, price list or similar document issued by the seller is made or issued subject to these standard conditions. Quotation or tender documents become valid only when bearing the signature of the company directors.
3. Prices
  - a) Packing, transport and insurance costs will be charged in addition.
  - b) Prices charged will be those prices ruling at the date of despatch. The Seller reserves the right to increase the quoted price to cover increases in the cost of materials, transport, labour, or any costs whatsoever of production or execution of the Contract arising between the time of quotation and the time of delivery.
4. Payment  
Unless otherwise agreed in writing payment terms are net, within 30 days of the invoice date.
5. Delivery
  - a) Equipment shall remain the property of the seller, until the contract price has been paid in full to the Seller, but subsequent to delivery the customer shall be responsible for and shall indemnify the Seller against all loss of or damage to the equipment from whatsoever cause occurring.
6. Warranty
  - a) The seller guarantees that the equipment is free from material and manufacturing defects at the time of delivery.
  - b) Unless expressly agreed in writing, the guarantee period is 12 months from the date of delivery.
  - c) Items not by Cambridge Reactor Design manufacture are excluded from the Seller's guarantee, such items carry instead the benefits of their respective manufacturers guarantee insofar as these guarantees are transferable to the customer.
  - d) Specifically excluded from the sellers guarantee are batteries and consumable items which by their nature cannot be guaranteed.
  - e) The seller's guarantee provides for the repair or replacement of defective items without charge where such defects result from material or manufacturing defect.
  - f) The seller's guarantee liability ceases when the when repairs or modifications to the equipment are carried out by persons not previously authorised by the seller to carry out such repairs or modifications.
  - g) This warranty does not cover any unit used outside its specifications or not in accordance with the instructions given in the instruction manual accompanying the unit.
7. Acceptance  
The customer shall check the equipment immediately upon delivery. The performance of the equipment will be verified by the seller in respect of published specifications in force at the date of acknowledgement of order and an acceptance report presented to the customer. The date of this acceptance report will be deemed to be the date of acceptance.
8. Liability
  - a. No representation, condition or warranty whatsoever is made or given by Cambridge Reactor Design Ltd in respect of any of the Experimental Equipment. All conditions and warranties whether arising by operation of law or otherwise in relation to the provision, evaluation or use of the Experimental Equipment are hereby expressly excluded.
  - b. Cambridge Reactor Design Ltd shall be under no liability whatsoever to the Recipient for any expenses, loss, death, damage or injury of any kind (including any loss or profit or consequential damage) sustained by the Recipient or any third party which:-  
-arises or derives directly or indirectly from the Experimental Equipment and particularly, but without limitation, from the provision, evaluation or use thereof; or  
-arises or derives directly or indirectly from any technical or other advice given by Cambridge Reactor Design Ltd or any of its officers, employees or agents to the Recipient or from any reliance by the recipient or any third party thereon.
  - c. The Recipient shall indemnify Cambridge Reactor Design Ltd from and against all claims, demands, actions, liabilities and damage made by, or awarded to, any person and any costs and expenses thereof which:-  
- arise or derive directly or indirectly from the Experimental Equipment and particularly, but without limitation, from the provision evaluation or use thereof;  
- or arise or derive directly or indirectly from any technical or other advice given by Cambridge Reactor Design Ltd or any of its officers, employees or agents to the Recipient or any reliance by the Recipient or any third party thereon.
9. Illustrations All drawings, specifications and particulars of weights and dimensions are approximate only. The descriptions and illustrations contained in brochures and catalogues are intended to convey a general idea of the equipment described therein and do not form part of the contract. Every effort will be made to ensure that the equipment conforms to the published specifications, but the Seller reserves the right to incorporate any improvements or additional features not strictly in accordance with the specifications prevailing prior to contract.
10. Software All computer software and associated texts supplied to the Seller are copyright and the contents thereof may not be divulged to persons other than those to whom they are supplied, without the prior written consent of the Seller