



Products - Terms and Conditions of Sale

1. Definitions

Within these Terms and Conditions of Sale are defined as;

- 1.1. "Supplier" means Ionix Advanced Technologies Ltd
- 1.2. "Purchaser" means the person, firm, organisation, company or corporation by whom the order is given and specified on an Order Confirmation.
- 1.3. "Services" means the services described within the Order Confirmation.
- 1.4. "Confirmed Order" means an order from the Purchaser for which an Order Confirmation has been issued.
- 1.5. "Goods" means those goods specified in an Order Confirmation.
- 1.6. "Order Confirmation" means
 - 1.6.1. The Suppliers written Confirmation of a Purchaser's order sent by the Supplier to the Purchaser; or
 - 1.6.2. A quotation that has been signed by the Purchaser without any amendments by the Purchaser and returned to the Supplier.
- 1.7. "Quotation" means the Suppliers written quotation for goods sent by the Supplier to the Purchaser; and
- 1.8. "Terms" means these Terms and Conditions of Sale, together with any additional terms and conditions set out in the Order Confirmation.

2. Exclusiveness

- 2.1. Supplier's Terms and Conditions of Sale are effective exclusively. The Supplier does not recognise any terms and conditions of the Purchaser conflicting or differing from Supplier's Terms and Conditions of Sale unless the Supplier has consented to the effectiveness in written form. Failure by Supplier specifically to object to provisions contained in Purchaser's purchase conditions shall not in any way be deemed an alteration or a waiver of these Terms and Conditions of Sale.
- 2.2. These Terms and Conditions of Sale are also effective in respect of all future business with the Purchaser, even if their validity was not explicitly agreed on again.

3. Confirmation of orders

- 3.1. A binding contract for the supply of the Goods shall only arise between the Supplier and the Purchaser as and when an Order Confirmation has been issued.
- 3.2. The only terms and conditions applicable to a Confirmed Order shall be those set out herein and any additional provisions contained on the Order Confirmation and/or in any confidentiality agreement between the parties. No other terms and conditions shall apply including, without limitation, the Purchaser's own terms and conditions.
- 3.3. If the Purchaser accepts a Quotation without any amendments by e-mail, Confirmation shall be deemed to take place and a valid contract will be formed when the Purchaser's e-mail is received by The Supplier's email system.
- 3.4. If the Supplier accepts a Purchaser's order by e-mail, Confirmation shall be deemed to take place and a valid contract formed when The Supplier's e-mail is received by the Purchaser's e-mail system.

For the avoidance of doubt, the absence of signatures on behalf of the Purchaser and The Supplier on the Quotation or any Order Confirmation issued by The Supplier shall not affect the validity of a Contract formed by e-mail in accordance with Clauses 3.3 or 3.4 above.

4. Delivery and Quantity

- 4.1. The Supplier shall supply the Goods to the Purchaser Ex Works (EXW, Incoterms 2010).
- 4.2. Delivery of the Goods shall take place at The Supplier's premises upon the Supplier sending notification to the Purchaser that the Goods are available for dispatch. Notification shall be by letter, fax or e-mail to the main Purchaser contact specified on the Order Confirmation. The time of delivery shall be the time at which the letter, fax or e-mail is dispatched by The Supplier.
- 4.3. Unless the parties agree otherwise, The Supplier shall, as agent for the Purchaser, arrange for the carriage of the Goods, and for insurance of the Goods against loss or damage during transit, to the delivery address specified in the Order Confirmation relating to the Goods, or if no address is specified, to any premises of the Purchaser.
- 4.4. The Supplier's quantity determination will govern unless proven in error by more than one-half per cent (0.5%) of the invoiced quantity (sale by weight).

5. Storage

- 5.1. At the Purchaser's request, The Supplier may at its absolute discretion agree to store the Goods on behalf of the Purchaser after the time of delivery.

- 5.2. For the avoidance of doubt, all risks and rewards in the Goods shall remain with the Purchaser notwithstanding the storage of the Goods by The Supplier.
- 5.3. If The Supplier agrees to store any of the Goods, unless requested otherwise by the Purchaser, The Supplier shall on behalf of the Purchaser arrange to insure such Goods during their storage to the value of the Goods as stated on the Order Confirmation (reduced pro-rata if only some of the Goods are stored).
- 5.4. In consideration for the storage and insurance of the goods, the Purchaser shall pay to The Supplier a storage fee.
- 5.5. The storage is limited to twelve (12) months from the time of delivery, renewable at the Purchaser's request by mutual consent.

6. Changes and Delay

The Purchaser shall not be entitled to vary or cancel a Confirmed Order unless otherwise agreed in writing by The Supplier.

7. Returns

- 7.1. The Purchaser shall inspect the Goods, or any instalment of the Goods, immediately upon receipt. If the Goods are damaged or do not comply with the warranty in Clause 14.1, the Purchaser shall: -
 - 7.1.1. Provide the Supplier with written notice detailing the problem with the Goods; and
 - 7.1.2. Store the Goods until it receives The Supplier's written instructions in relation to the Goods.
- 7.2. If The Supplier does not receive written notice from the Purchaser in accordance with clause 8.1 within ten (10) days of receipt of the Goods by the Purchaser, such Goods shall be deemed to comply in all respects with the Terms.
- 7.3. The Suppliers' only liability and the Purchaser's sole right and remedy in respect of Goods which at the time of delivery are damaged or do not meet the warranty in Clause 14.1 shall be at The Supplier's option either the supply of replacement Goods or a refund of the price paid to The Supplier in respect of such Goods. For the avoidance of doubt, The Supplier shall not be liable to the Purchaser for any damage to the Goods, which occurs after the time of delivery, however the Purchaser may make a claim in respect of any such damage under the appropriate insurance policy.
- 7.4. Goods may not be returned to The Supplier for credit except with the written permission of The Supplier and then only in strict compliance with The Supplier' return shipment instructions.

8. Price and Payment

- 8.1. The price of the Goods shall be the price specified on the Order Confirmation.
- 8.2. The price specified on the Order Confirmation does not include any Value Added Tax, excise tax, duty, custom, inspection or testing fee, or any other tax, fee or charge of any nature whatsoever imposed by any governmental authority on the transaction between The Supplier and the Purchaser; which shall be payable by the Purchaser in addition to the price of the Goods.
- 8.3. The Supplier shall be entitled to invoice the Purchaser for: -
 - 8.3.1. the price of the Goods or any instalment of the Goods on delivery of the Goods or the instalment; and
 - 8.3.2. any costs, tax, fees or charges referred to in Clause 8.2 that The Supplier is obliged to pay.
- 8.4. The Purchaser shall pay all sums due to The Supplier under the Contract within thirty (30) days of the date of The Supplier's invoice relating to such sums.
- 8.5. Interest may be charged by The Supplier on any late payments due under this contract at the rate specified by the Late Payment of Commercial Debts (Interest) Act 1998 at the date of the invoice relating to the Goods.

9. Retention of Title

Notwithstanding that risk and possession of the Goods may have passed to the Purchaser, all title in and to the Goods shall remain with The Supplier, and shall not pass to the Purchaser, until such time as full payment for the Goods, together with any interest due on such payments, has been received by The Supplier.

10. Termination

- 10.1. If either party should go into liquidation or should do or suffer any similar act or thing under any applicable law, the other part may, by written notice, forthwith terminate the contract without prejudice to any right of action or claim accrued at the date of termination.



- 10.2. If The Supplier has any reason whatsoever to doubt the continuing ability of Purchaser to perform its obligations hereunder The Supplier may suspend deliveries until Purchaser has either agreed to make payment in advance for future deliveries or has provided such other security as The Supplier, in its absolute discretion, may require.
- 10.3. If Purchaser should fail to pay the whole of the price of the Goods as provided in the contract, The Supplier may on written notice to Purchaser forthwith suspend all or any supplies of Goods until Purchaser has paid any such amount owing, or may, at its option, on written notice to Purchaser forthwith terminate the contract without prejudice to any right of action or claim accrued at the date of termination.

11. Force Majeure

Neither party shall be liable for any circumstances beyond their reasonable control.

12. Technical Information

- 12.1. At the time of delivery of the Goods to the Purchaser, The Supplier shall provide to the Purchaser: -
 - 12.1.1. any technical information in the possession of The Supplier relating to the handling, storage and safety of the Goods; and
 - 12.1.2. any technical information relating to the Goods which The Supplier is required by law to provide to the Purchaser.
- 12.2. Unless otherwise agreed, all technical information provided pursuant to Clause 12.1 will be provided free of charge, and the Purchaser assumes sole responsibility for any use of, or reliance placed upon, the technical information.
- 12.3. Except as required by law, The Supplier makes no representation or warranty of any kind or nature with respect to the accuracy or completeness of the technical information provided by it under Clause 12.1.
- 12.4. Any suggestion by The Supplier regarding use, application or suitability of the Goods shall not be construed as an express warranty and shall not be relied upon by the Purchaser.

13. Use of Goods

- 13.1. The Goods are intended for the designated purposes only and are not to be used for any other purpose including, but not limited to, in foods, drugs or cosmetics or for diagnosis. The Goods shall not be considered to be foods, drugs or cosmetics.
- 13.2. The Purchaser acknowledges that the Goods will not be produced using good manufacturing practice unless specifically stipulated and accordingly the Goods must not be tested on, or otherwise used in relation to, humans.
- 13.3. Clause 13.1 and 13.2 apply unless specifically stated otherwise on the Order Confirmation.
- 13.4. The Purchaser shall be responsible for verifying the hazards beyond those detailed in safety data sheets and conducting any further research necessary to learn these additional hazards, involved in using the Goods. The Purchaser shall warn any third parties, which may come into contact with the Goods of any risks involved in use or handling of the Goods.
- 13.5. The Purchaser shall comply with any instructions or warnings provided by The Supplier relating to the use of the Goods and shall not misuse the Goods in any manner.

14. Warranties

- 14.1. Subject to Clause 7.3 The Supplier warrants that on delivery, and for a period of 12 months from the date of delivery (Warranty Period), the Goods shall
 - 14.1.1. conform to the description of such Goods as agreed between the Purchaser and The Supplier and as set out on the Order Confirmation or in agreed Sales Specifications, in The Supplier' most recent catalogue or in any other current technical literature issued by The Supplier to its customers;
 - 14.1.2. be free from material defects in design, material and workmanship.
- 14.2. the Customer gives notice in writing during the Warranty Period within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 14.1 then in that event.
 - 14.2.1. The Supplier is given a reasonable opportunity of examining such Goods; and
 - 14.2.2. the Customer (if asked to do so by the Supplier) returns such Goods to The Suppliers place of business at the Customer's cost, The Supplier shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.
- 14.3. The Supplier shall not be liable for the Goods' failure to comply with the warranty in clause 14.1 if:
 - 14.3.1. the Customer makes any further use of such Goods after giving a notice in accordance with clause 14.2.

- 14.3.2. the defect arises because the Customer failed to follow The Suppliers oral or written instructions as to the storage, installation, calibration, integration into a system, commissioning, use or maintenance of the Goods or (if there are no such instructions) good trade practice;
- 14.3.3. the defect arises as a result of The Supplier following any instruction, specification, drawing, design, document or quotation including Quotation supplied or approved by the Customer.
- 14.3.4. the Customer integrates into any system, alters, modifies or repairs such Goods without the prior written consent of The Supplier.
- 14.3.5. the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions.
- 14.3.6. the defect is on any consumable part of The Suppliers goods which have a life expectancy below the warranty time period.
- 14.4. The warranty in Clause 14.1 is the only warranty provided by the Supplier to the Purchaser in relation to the Goods. All other statements, conditions, representations, warranties, whether express or implied, including any implied warranty of fitness for any particular purpose or satisfactory quality, are expressly excluded.
- 14.5. The Supplier's total liability under the Contract shall not exceed the sums received by The Supplier from the Purchaser under the Contract.
- 14.6. The Supplier shall not be liable for any incidental, consequential or contingent loss or damages of any kind (including loss of profit) resulting from any use or failure of the Goods or any failure to deliver the Goods on the estimated delivery date or at all.
- 14.7. In entering into the Contract, the Purchaser acknowledges that it has not relied on any warranties, representations or statements made by The Supplier, its employees or agents which are not in writing in the Order Confirmation or in Sales Specifications or in any other current technical literature issued by The Supplier to its customers.

15. Indemnity

- 15.1. The Purchaser shall indemnify fully, and keep indemnified fully, The Supplier against any and all damages, losses, costs and/or expenses (including without limitation legal expenses and experts' fees) incurred by The Supplier in respect of any claim or allegations by any third party arising out of or in connection with any development, exploitation, use or other activities in connection with the Goods except to the extent that such liability is caused by the negligence or wilful misconduct of The Supplier.
- 15.2. The Purchaser shall notify The Supplier within fifteen (15) days of the Purchaser's receipt of knowledge of any accident involving the Goods resulting in personal injury or damage to property, and the Purchaser shall fully cooperate with The Supplier in the investigation and determination of the cause of such accident and shall make available to The Supplier all statements, reports and tests made by the Purchaser or made available to the Purchaser by others. The furnishing of such information to The Supplier and any investigation by The Supplier shall not constitute an assumption of any liability by The Supplier.

16. Miscellaneous

- 16.1. Nothing in these Terms shall operate to limit or exclude any liability, right or remedy to a greater extent than is permissible under English Law, including without limitation in relation to
 - 16.1.1. death or personal injury caused by the negligence of a party to this Contract or
 - 16.1.2. fraudulent misrepresentation or deceit.
- 16.2. The Supplier shall not be liable to the Purchaser, or be deemed to be in breach of the Contract, by reason of any delay in performing, or any failure to perform, any of The Supplier's obligations in relation to the Goods, if the delay or failure occurs as a result of any cause beyond the reasonable control of The Supplier.
- 16.3. The Contracts (Rights of Third Parties) Act 1999 and any legislation amending or replacing this Act shall not apply in relation to this Contract. Nothing in this Contract shall confer on any third party the right to enforce any provision of this Contract.
- 16.4. If any terms of the Contract are held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other terms and the remainder of the terms in question shall not be affected.
- 16.5. The Contract shall be governed by the laws of England and the Purchaser agrees to submit to the exclusive jurisdiction of the English courts.