



Asynt Ltd. Terms & Conditions of Sale

These terms and conditions cover all sales of products and services by ASYNT Ltd (ASYNT) in the United Kingdom and any information and advice given whether charged for or not. No variation in these terms and conditions will apply unless agreed by ASYNT in writing. Orders are accepted only on the condition that no conditions of purchase shall apply.

Prices/Charges

ASYNT has the right to change the prices shown in catalogues and price lists at any time and to invoice at prices current at the date of receipt of an order.

'Price on application' (POA) quotations and all other quotations will be valid for 30 days from the date of the quotation, unless otherwise notified by ASYNT.

All prices in catalogues and quotations are net of Value Added Tax and any other taxes or duties. These will be charged separately, if applicable. ASYNT reserve the right to apply a freight charge on all deliveries.

ASYNT reserves the right to designate minimum order quantities and/or minimum handling charges for any products. Without limitation, where any order is placed for goods having a total invoiced value (excluding Value Added Tax and any additional transport, insurance, packaging and/or additional costs) of less than £100 ASYNT reserves the right to make an additional charge of £10.00.

Delivery Queries

Any discrepancy between goods listed on the delivery note(s) sent with shipments from Asynt must be reported within two working days or will be deemed as accepted as complete

Catalogues, Drawings, Sketches

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 ASYNT before contract, whether in catalogues, brochures, leaflets, price lists or otherwise, are for the purpose of information and guidance only.

Where goods are sold by reference to descriptions in a 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.

Payment

Unless otherwise agreed in writing payment in full is due within 30 days from date of invoice. ASYNT has the right to charge interest on all overdue sums at the rate of five percent per annum over the base lending rate of the Bank of England calculated at the date of actual payment.

- Customers who exceed their credit limits will be asked to pay in advance for additional products until the account is settled.
- Delivered products will remain the property of ASYNT until paid for.
- ASYNT has the right to deliver an order in instalments, and the customer is required to pay the invoice for each instalment within 30 days from date of invoice.
- Any claims for shortages must be made within 7 days of a delivery.
- Any claims for non-ordered items or non delivery must be made within 7 days of receiving the invoice.
- ASYNT shall be entitled to increase the price to recover any additional costs arising from variation or delay in delivery occasioned by the Customer's instructions.

Return of Damaged or Unsuitable Goods

No goods may be returned to ASYNT without the authorisation of ASYNT.

Authorisation to return products damaged during delivery must be requested within 3 days of delivery. ASYNT has the right to repair and

return damaged products.

Authorisation for the return of products which fail to meet current published manufacturers specifications must be requested in writing within 28 days of delivery. ASYNT will assist customers, at customers' expense, to obtain any manufacturer's warranty consistent with that granted to ASYNT.

Authorisation for the return of products, other than those damaged during delivery, delivered in error or those that do not meet specification, must be requested within 10 days of delivery. Credit (less a handling charge of 15% of the invoice value of all products returned subject to a minimum charge of £30) will be given for those products authorised for return which are unused and in re-saleable condition (Including packaging condition) other than those in the categories shown:

- items with an expired shelf life or an expiration date too short for resale
- any article that has been delivered direct by a third party supplier
- discontinued items
- items not purchased from ASYNT.

Articles that have been delivered on our behalf by a third party supplier will not be accepted back to ASYNT.

Health, Safety and Liability

Risk in products will pass at the time of delivery to the customer.

The customer is responsible for unloading and transporting large and/or heavy items from delivery couriers.

In view of the hazards of chemical synthesis and the use of in some of our supplied apparatus the customer must ensure that the products purchased are in a safe condition and that a safe system of work is in place taking into account all available information.

In view of the wide range of uses of chemicals and apparatus, the customer will be solely responsible for determining the suitability and specification of products, services, information and advice for its purposes. ASYNT has the right, without notice, to supply product of different specifications, sources, and pack size to that published or ordered.

In view of the above, liability of ASYNT for any loss or damage suffered by a customer and arising by reason of defects in the products or otherwise howsoever is limited to the invoice price of the products in respect of or in relation to which loss or damage is claimed. Any liability accepted by ASYNT under these terms and conditions is in lieu of any warranty or condition implied by law as to the quality or fitness for any particular purpose of the products and save as provided in these terms and conditions ASYNT will not be under any liability, whether in contract, tort, breach of statutory duty or otherwise in respect of defects in products delivered or for any injury (other than death or personal injury caused by ASYNT negligence as defined in the Unfair Contract Terms Act 1977) damage or loss resulting from such defects or from any information, service or advice provided by ASYNT or its employees, contractors or agents. In no event shall ASYNT be liable for any consequential loss whether or not resulting from force majeure. The customer indemnifies ASYNT against any claims from its employees, contractors or agents.

Patents, Designs and Technical Information

The customer shall not use or deal with the goods or ASYNT'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. ASYNT 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 ASYNT.

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