



Terms and Conditions of Sale

Welcome to the terms and conditions for Total Lab Supplies Limited

These terms and conditions cover all sales of products and services by Total Lab Supplies Ltd 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 Total Lab Supplies Ltd in writing. Orders are accepted only on the condition that no conditions of purchase shall apply.

Price Changes

Total Lab Supplies Limited 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 Total Lab Supplies Ltd.

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. Total Lab Supplies Ltd reserves the right to apply a freight charge on all deliveries.

Payment

Unless otherwise agreed in writing payment in full is due within 30 days from date of invoice. Total Lab Supplies Ltd has the right to charge interest on all overdue sums at the rate of five percent per annum over the base lending rate to 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 Total Lab Supplies Ltd until paid for.
- Total Lab Supplies Ltd 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.

Return of Damaged or Unsuitable Goods

No goods may be returned to Total Lab Supplies Ltd without the authorisation of Total Lab Supplies Ltd. Authorisation to return products damaged during delivery must be requested within 3 days of delivery. Total Lab Supplies Ltd 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. Total Lab Supplies Ltd will assist customers, at



customers expense, to obtain any manufacturer's warranty consistent with that granted to Total Lab Supplies Ltd.

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 to 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 other than those in the categories show:

- open chemicals or diagnostics;
- refrigerated or other perishables;
- 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 Total Lab Supplies Ltd.

Authorisation will be subject to the condition that the products are returned to Total Lab Supplies Ltd Customer Service Centre or to the manufacturer or other source notified by Total Lab Supplies Ltd, by registered post if permitted, (for which Total Lab Supplies Ltd will supply a label) or via the Total Lab Supplies Ltd scheduled van service, for which a handling charge will be made for each line.

Articles that have been delivered on our behalf by a third party supplier will not be accepted back at the Total Lab Supplies Ltd Customer Service Centre.

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 vans.

In view of the hazards of certain chemicals and 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. None of the products sold are intended for human consumption unless otherwise clearly stated.

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. Total Lab Supplies Ltd has the right, without notice, to supply product of different specifications, sources, and pack size to that published or ordered. The customer is required to ensure that the use of any products supplied by Total Lab Supplies Ltd do not infringe third party intellectual property rights.



In view of the above, liability of Total Lab Supplies Ltd 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 Total Lab Supplies Ltd 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 Total Lab Supplies Ltd 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 Total Lab Supplies Ltd 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 Total Lab Supplies Ltd or its employees, contractors or agents. In no event shall Total Lab Supplies Ltd be liable for any consequential loss whether or not resulting from force majeure. The customer indemnifies Total Lab Supplies Ltd against any claims from its employees, contractors or agents.

Total Lab Supplies Limited

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