



HICHROM

Chromatography Columns and Supplies

TERMS AND CONDITIONS

Catalogue 9

Hichrom Limited

1 The Markham Centre, Station Road
Theale, Reading, Berks, RG7 4PE, UK

Tel: +44 (0)118 930 3660 Fax: +44 (0)118 932 3484

Email: sales@hichrom.co.uk www.hichrom.co.uk

Governing Terms

These terms and conditions of sale (Terms) shall apply to all contracts for the sale and supply of products and services by Hichrom Ltd (Hichrom). Except as expressly agreed by authorized representatives of Hichrom in writing, no other terms and conditions, including any terms and conditions attached to the buyer's request for quotation, acknowledgement, purchase order or other contract documentation, shall apply to the sale. Each order for goods shall be considered to be an offer by the buyer to purchase the goods from Hichrom subject to these Terms and no order will be deemed to be accepted by Hichrom until a written acknowledgement of order is issued or the goods are delivered to the buyer (if earlier).

Delivery and Risk

Hichrom makes every effort to deliver all goods in a timely and cost efficient manner, but any dates specified for delivery of the goods are intended to be an estimate and time for delivery shall not be made of the essence by notice. Within the UK orders less than £500 in value will be delivered by first class post. Goods worth in excess of £500 will be dispatched via overnight courier service. If requested, urgent deliveries can be made by overnight or same day courier for an additional charge. Risk of loss for all UK orders will pass to the customer on arrival at the specified delivery address. In the case of orders for supply outside of the UK, risk of loss shall pass to the customer upon collection by the carrier.

Lost or Damaged Goods

In the case of orders for supply within the UK, Hichrom will make good or replace (at its option) all goods which are lost or damaged during transit, provided that notification of damage or non-delivery is received within 3 days after delivery in the case of damage, and within 7 days after receipt of invoice in the case of non-delivery.

Returns and Cancellation

Hichrom may, at its sole discretion, accept returns. Returns will only be accepted following prior authorization from Hichrom, after which they must be returned within 30 days. Hichrom is not liable for goods returned without authorization. Returns are subject to payment of a handling charge if required by Hichrom. Hichrom may at its sole discretion, accept cancellation of orders subject to a payment of a cancellation charge if required by Hichrom.

Title

Ownership of the goods will not pass to the buyer until Hichrom has received in full (in cash or cleared funds) all sums due to it in respect of the goods and all other sums which are or become due to Hichrom from the buyer on any account.

Prices

Unless otherwise agreed by Hichrom, the price for the goods shall be the price set out in Hichrom's published price list current as at the date of order. Hichrom reserves the right to change the published price list without notice. However, Hichrom will attempt to notify the customer for approval prior to shipment in the event of significant price changes. All prices are quoted exclusive of any value added tax and all costs of packaging, carriage and insurance all of which amounts the buyer will pay in addition at the appropriate rate at the time that payment for the goods or services is due. In addition, in the case of orders for supply outside the UK, the buyer is responsible for the payment of all taxes, charges, levies or duties of any kind payable on the supply of the goods. A minimum value of £50 (net of tax, packaging, carriage, insurance and all other charges which may apply) applies to all orders.

Payment

All invoices are payable in full in UK pounds sterling 30 days from the invoice date. Time for payment shall be of the essence and no payment shall be deemed to have been received until Hichrom has received cleared funds. Accounts outstanding for more than 60 days from invoice date may be placed on hold until payment is made. Hichrom may change credit or payment terms at any time when, in Hichrom's opinion, the customer's financial condition, previous payment record, or nature of customer's relationship with Hichrom so warrants. Hichrom reserves the right to place any account on a prepayment basis. Payment may be made by bank transfer, credit card or cheque.

Warranty

Hichrom warrants that, as at the date of delivery to the buyer, all products manufactured and distributed by Hichrom will meet Hichrom's publicly disclosed performance and quality standards, be free from defects in materials and workmanship and be of satisfactory quality within the meaning of the Sale of Goods Act 1994. For items distributed but not manufactured by Hichrom, the warranty is limited to the terms of the original manufacturer's warranty. For Hichrom manufactured products notification of any defect must be made to Hichrom within 90 days after delivery of the goods. At its discretion, Hichrom will replace products proven to be defective. If this is not achievable in a reasonable time, the buyer shall be entitled to a refund of the purchase price. This warranty shall not apply to any defect, failure or damage caused by the buyer's failure to follow Hichrom's oral or written instructions as to storage, use or maintenance of the goods or by any other improper use or improper or inadequate maintenance or care. Except as set out above, all warranties, conditions and other terms which may be implied by statute or common law are, to the fullest extent permitted by law, excluded from these Terms.

Limitation of Liability

Nothing in these Terms excludes or limits the liability of Hichrom for death or personal injury caused by Hichrom's negligence or for fraudulent misrepresentation. Subject to the first sentence of this paragraph, Hichrom shall not be liable to the buyer for any indirect or consequential liability, loss or damage (including without limitation, loss of profit, loss of business or depletion of goodwill), costs, expenses or claims for consequential compensation arising from the use of, or in conjunction with, the goods supplied. In addition, but subject to the first sentence of this paragraph, Hichrom's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise arising in connection with the performance or contemplated performance of this contract will be limited to the invoice price of the product.

Severance

If any provision of these Terms is found by any court or other authority of competent jurisdiction to be invalid or unenforceable in whole or in part, it will be deemed severable and the remainder of such provision will continue in full force and effect.

Governing Law

All contracts incorporating these Terms shall be subject to English law and the exclusive jurisdiction of the English courts.