

GP Scientific Ltd Terms & Conditions of Sale V2.00

1. GP SCIENTIFIC LTD GENERAL TERMS & CONDITIONS OF SALE

- 1.1. All orders accepted by GP Scientific Ltd (herein referred to as "GPS") are subject to the Terms and Conditions of Sale set out below.
2. **GENERAL**
 - 2.1. GPS is not bound by any order issued by the Buyer unless it has been accepted in writing by GPS.
 - 2.2. All orders for products and services accepted by GPS are subject to these terms and conditions of sale. No other terms will apply to the supply of products and services by GPS unless agreed in writing by an authorised signatory of GPS or expressly stated otherwise in these terms and conditions of sale.
 - 2.3. All descriptions of the products and services contained on the GPS website or otherwise communicated to any purchaser of such products or services (the "Buyer") are approximate only and shall not form any part of the contract between GPS and the Buyer. GPS shall not be liable to the Buyer for any errors of omissions on the GPS website, the GPS catalogue or other product advertisement. The advertising of products and services on the GPS website is not an offer capable of acceptance; it merely constitutes an invitation by GPS for the Buyer to make an offer to purchase products and services. GPS's acceptance of the Buyer's order will take place when GPS confirms pricing and delivery dates to the Buyer in writing, at which point a contract will come into existence between GPS and the Buyer.
3. **PRICES**
 - 3.1. The prices of the products and services are as set out in quotations which may from time to time be issued to the Buyer. GPS reserves the right to change prices without prior notice at any time.
 - 3.2. All prices are quoted as firm for the length of time stated in the Quotation and under the conditions stated in the Quotation. All prices are quoted ex-works unless otherwise agreed and carriage and packing will be charged for. Unless otherwise specified, VAT or any other tax or duties payable by the Buyer, shall be added to the price and all quotations are exclusive of VAT unless otherwise stated.
 - 3.3. GPS reserves the right to withdraw the quotation at any time prior to GPS's acceptance of the Buyer's order.
4. **ORDERING**
 - 4.1. GPS reserves the right to accept or decline any order from a buyer at any time, whether or not GPS has issued a Quotation, and whether or not payment has been received, by giving notice of non-acceptance to the Buyer by telephone or email within a reasonable period of receipt of the order by GPS. Further, GPS may cancel orders which have been accepted by giving written notice of such cancellation to the Buyer by telephone or email within a reasonable period of receipt of the order by GPS. If GPS rejects or cancels an order for which payment has been taken, it will refund the amount to the Buyer as soon as reasonably practicable.
 - 4.2. No cancellation by the Buyer of an order will be effective unless in writing and until accepted by GPS. GPS reserves the right to refuse or accept any cancellation of an order. If GPS agrees to accept cancellation of any particular order, the Buyer shall, without prejudice to any other rights of GPS in respect of such order, pay to GPS on demand the value of the goods already manufactured in respect of such order and any non-recoverable costs incurred by GPS up to the date of cancellation.
5. **PAYMENT**
 - 5.1. All invoices are NET unless otherwise stated and no settlement discount is allowed.
 - 5.2. Unless otherwise agreed in writing payment for all orders shall be 100% prior to dispatch.
 - 5.3. No special terms of payment will be operative unless confirmed in writing by GPS.
6. **DELIVERY**
 - 6.1. Subject to any cancellation, substitution or non-fulfilment of Buyer's orders in accordance with clause 3 (Ordering), GPS will deliver the products specified in the Buyer's order.
 - 6.2. GPS will aim to deliver products in accordance with the times and dates for delivery quoted or sent under acknowledgement. Quoted Delivery Times are approximate only and GPS shall not be liable for the consequences of any delay in delivery.
 - 6.3. Delivery dates not mentioned in any quotation, acknowledgement of order or elsewhere are approximate and not of any contractual affect and GPS shall not be under any liability to the Buyer in respect of any failure to deliver on any particular date or dates. Delivery shall be collected at GPS's premises unless otherwise stipulated or agreed by GPS. GPS will charge for delivery other than collection at its premises. If the Buyer refuses or fails to take delivery of the goods tendered in accordance with the contract or fails to take any action necessary on its part for delivery and/or shipment of the goods, GPS shall be entitled to terminate the contract with immediate effect and to recover from the Buyer any loss and additional costs incurred as a result of such refusal or failure. Unless otherwise expressly agreed, GPS may affect delivery in one or more instalments. Where delivery is affected by instalments; each instalment shall be treated as a separate contract.
7. **INSPECTION, DELIVERY DELAYS AND NON-DELIVERY**
 - 7.1. The Buyer must inspect the products as soon as is reasonably possible after delivery or collection. In any event, the Buyer must refuse parcels delivered to it in a damaged condition.
 - 7.2. The Buyer shall, within 10 days of the date of delivery or collection give notice to GPS in detail of:
 - 7.2.1. Any defect in the product that is apparent on reasonable examination. In this case GPS shall, at GPS's discretion, replace the products or refund the purchase price.
 - 7.2.2. Any shortfall in products delivered. In this case, GPS shall, at its discretion, deliver the undelivered products or refund the price of the undelivered products.
 - 7.3. If the Buyer fails to give any such notice, the products shall be conclusively presumed to be, in all respects, in accordance with the order and free from apparent defects, and the Buyer shall be deemed to have accepted the products accordingly. GPS's record of the products despatched (including the quantity) shall be conclusive evidence of the products received by the Buyer, unless proved otherwise by the Buyer.
 - 7.4. The remedies set out above are the Buyer's exclusive remedies for non-delivery or short delivery of products, or for apparent defects in the products or delivery of products not in accordance with the order. GPS shall not be liable for any losses, consequential or otherwise, or for costs (including legal costs), expenses, liabilities, loss of profits, business or economic loss, depletion of goodwill, damages, claims, demands, proceedings, judgements or otherwise arising from these circumstances.
8. **RESERVATION OF TITLE**
 - 8.1. The legal and equitable title in the goods will remain with GPS until such time as GPS has received payment in full in respect of the goods and all other sums due to GPS from the Buyer, at the date of delivery of the goods. Accordingly, all goods sold and delivered by GPS to the Buyer, shall at all times, be stored separately and identified as the property of GPS until payment for them as been received in full or until earlier use and consumption thereof. The insurable risk in the goods to which the Contract relates shall pass to the Buyer as soon as the goods are delivery to the Buyer or to his order or to a carrier for the purpose of such delivery, whichever is sooner.
 - 8.2. From the time of delivery until title to the goods passes to the Buyer in accordance with this Clause, the Buyer shall insure the goods for their full value with a reputable insurer. Upon request, the Buyer shall use reasonable endeavours to have GPS's interest in the goods noted on the insurance policy. Until title to the goods passes to the Buyer, the Buyer shall hold the proceeds of any claim on the insurance policy on trust for GPS and shall immediately account to GPS with the proceeds.
 - 8.3. The Buyer will, until payment or consumption, as aforesaid, hold the goods on a fiduciary basis only and will deliver to GPS upon demand any of GPS's goods in the Buyer's possession.

9. TERMINATION OR SUSPENSE

- 9.1. GPS reserves the right, and without being liable to the Buyer for any loss or damage, forthwith by notice in writing to terminate any contract for sale or suspend delivery or despatch of goods, or to suspend any contracted work in the following circumstances.
 - 9.1.1. If, for any reason beyond GPS's control, it is prevented from completing any such Contract or failure by the Buyer to pay any outstanding sums or instalments due under such Contract within 14 days of the due date of payments;
 - 9.1.2. If the Buyer shall, being a Company, have a petition for its winding up presented in the Court or shall be the subject of a resolution for its winding up; or being an individual or firm, shall commit any act of bankruptcy or be the subject of bankruptcy proceedings, or general if a receiver is appointed for the whole or any part of the Buyer's assets, or the Buyer makes or takes steps to make any compromise with its creditors or any execution is levied on the goods of the buyer.
- 9.2. Any such termination as aforesaid shall be without prejudice to any other rights GPS may have against the Buyer in respect of such Contract.
10. **EXPORT SALES**
 - 10.1. In any case where goods sold CIP or FCA or on the basis of other trade terms, the meaning of such term contained in Incoterms as revised from time to time shall apply, except where inconsistent with any of the provision contained in these Conditions. Unless otherwise stated, all export sales are on FCA basis and the following conditions will apply to such contracts:
 - 10.2. The property in goods passes to the Buyer and the goods are the Buyer's risk on delivery on board the aircraft in transit to the Buyer; the provision of Section 23(3) of the Sales of Goods Act 1979 shall not apply to export sales hereunder; where GPS agrees, upon the Buyer's request, to arrange shipment of the goods CIP, delivery of the goods shall nevertheless be deemed to be made at the UK port of shipment.
11. **RETURN OF GOODS**
 - 11.1. No return of goods will operate to affect the liability of the Buyer under the Contract unless such return is accepted by GPS in writing and no such acceptance will be given unless notice of intention to return with the reason therefore and quoting reference number of the invoice is given to GPS and after acceptance by GPS of such notice the goods are returned to GPS carriage paid and in good condition.
12. **RISK AND OWNERSHIP**
 - 12.1. In the case of products to be delivered to the Buyer's property, risk of loss or of damage to the products shall pass to the Buyer on delivery, unless the Buyer wrongfully fails to take delivery of the products, in which case such risk shall pass to the Buyer at the time when GPS has attempted to deliver the products. In the case of products which the Buyer orders to be collected from GPS, risk of damage or loss to the products shall pass to the Buyer at the time of Collection.
 - 12.2. Ownership of any product supplied shall not pass to the Buyer until full payment of the purchase price of the products and of all other amounts owing to GPS has been made (in case of cleared funds). If the Buyer is late in paying any sum to GPS, then GPS shall be entitled to the immediate return of all products where ownership has not passed to the Buyer. The Buyer authorises GPS and its agents to recover any such products in such circumstance, and to enter premises of the Buyer for that purpose.
 - 12.3. Demand for or recovery of the products by GPS shall not of itself discharge either the Buyer's liability to pay the whole of the price and take delivery of the products or GPS's right to sue for the whole of the price.
13. **WARRANTIES AND REMEDIES**
 - 13.1. GPS warrants that no product purchased from GPS is materially defective.
 - 13.2. In the event of any such product being materially defective, and subject to the provisions of clause 7 (Inspection, Delivery, Delays and Non-Delivery) surrounding defects apparent on delivery, GPS will (at its option) replace or repair the product or refund the purchase price.
 - 13.3. GPS warrants that any service purchased from GPS as referred to in clause 16 (Services) will be provided using reasonable care and skill. If any such service falls short of this standard, GPS will, at its option, either re-provide the service or supply to the Buyer free of charge a substitute product in place of the defectively serviced product.
 - 13.4. These warranties shall not apply to any defect which arises from improper use, failure to follow the product instruction, or any repair or modification made without the consent of GPS.
 - 13.5. The remedies set out in this clause 13 shall be the Buyer's sole remedies for any breach of warranty and in respect of the supply or non-supply of products and/or services.
 - 13.6. The availability of the remedies set out in this clause 13 is subject to:
 - 13.6.1. A claim being made in writing to GPS, prior to the return of any defective product, and within 14 months of the original date of despatch or 12 months from installation or such other periods as may be indicated by GPS for specific products or services from time to time in writing; and collection by GPS, in accordance with GPS's instructions and suitability packaged. In particular, for any returns, the Buyer must obtain a returns number from GPS and quote this on all paperwork and state the original invoice number in respect of the products and the nature of any claimed defect.
 - 13.6.2. Where the Buyer returns defective products otherwise than in accordance with these provisions, GPS may refuse such products and return them to the Buyer at the cost of the Buyer.
 - 13.7. Save as expressly provided in these terms and conditions of sale, all implied warranties, terms and conditions (whether statutory or otherwise) concerning the supply or non-supply of products and/or services are excluded to the fullest extent permitted by law (including, without limitation, the implied terms of satisfactory quality, fitness for purpose and provision of services with reasonable care and skill).
 - 13.8. Except as required by law, GPS will not be liable to the Buyer for any loss, damage or liability of any kind whatsoever which arises out of the breach of implied warranties, terms of conditions (statutory or otherwise) or breach of any other duty of any kind imposed on GPS by operation of law. The Buyer acknowledges that it is responsible for ensuring that the products and services it orders are fit for the purposes for which it intends to use them.
14. **EXPORT CONTROL AND LIMITATIONS OF USE**
 - 14.1. Certain products sold by GPS are subject to export control regulations of the United Kingdom and the European Union. The Buyer shall comply with such Export Laws and obtain any license or permit required to transfer, export, re-export or import the products.
 - 14.2. The Buyer shall not, directly or indirectly, sell, permit to be sold, dispose of, export, re-export or otherwise provide products to any country or entity under sanction or embargo adopted and administered by the United Kingdom and the European Union and imposed by the United Nations Security Council.
 - 14.3. The Buyer certifies that products purchased from GPS will not be used, sold or incorporated into products used directly or indirectly in the design, development, production or use of chemical, biological or nuclear weapons, delivery vehicles and systems of the same or in the development of any weapons of mass destruction.
 - 14.4. Classifications of product for export purposes, including Harmonised Tariff codes, are made for internal use by GPS only. Such information is provided by GPS in good faith based on the information available to it at the time of compilation. GPS makes no warranty or representation that such information is up to date or correct and shall not be liable to the Buyer for any form of loss or damage suffered by the Buyer as a result of reliance upon such information. Use of the information is done so at the Buyer's own risk with no recourse to GPS. The Buyer is responsible for ensuring compliance with all applicable export legislation, including determining the correct classification of an item at the time of any onward export.
15. **LIABILITY**
 - 15.1. GPS shall not be under any liability for damage, losses (whether direct, indirect or consequential), expenses, liabilities, loss of profits, business or

- economic loss, depletion of goodwill, costs (including legal costs), claims, demands, proceedings, judgements or otherwise resulting from the failure to give advice or information or the giving of incorrect advice or information whether or not due to its negligence or that of its employees, agents or sub-contractors.
- 15.2. GPS shall not be liable for economic loss, punitive damages, loss of revenue, loss of profits or expected future business, damage to reputation or goodwill, loss of any order of contract or any consequential or indirect loss or damage, as may result from, or be connected with:
 - 15.3. any express or implied terms of the contract between GPS and the Buyer, or of any order accepted by GPS;
 - 15.4. any duty of any kind imposed on GPS by law arising out of or in relation to the contract between GPS and the Buyer or the order;
 - 15.5. any defect in the products or services; or
 - 15.6. intellectual property rights infringement
 - 15.7. If, notwithstanding any other provisions in these terms and conditions of sale including without limitation clauses 13 (Warranties and Remedies), 14 (Limitations of Use) and 15 (Liability), any liability attaches to GPS, GPS's liability to the Buyer arising out of or in connection with these terms and conditions of sale or any order whether in contract, tort or otherwise in respect of one or more of
 - 15.8. any express or implied terms of the contract between GPS and the Buyer, or of any order accepted by GPS;
 - 15.9. any duty of any kind imposed on GPS by law arising out of or in relation to the contract between GPS and the Buyer or order;
 - 15.10. any defect in the products or services; or
 - 15.11. intellectual property rights infringement; or
 - 15.12. any other loss whatsoever arising out of these terms and conditions
 - 15.13. Nothing in these terms and conditions shall exclude or limit the liability of GPS for death or personal injury caused by the negligence of GPS or its employees, agents or sub-contractors, or for fraud or anything else which cannot by law be limited or excluded.
16. **SERVICES**
 - 16.1. GPS may provide certain services from time to time and as agreed with the Buyer. These services may include (but are not limited to): Project consultancy, product design, sourcing of products and any other services that the parties agree.
 - 16.2. Where GPS provides any services they will be provided on a case by case basis and under terms and conditions agreed in writing individually with the buyer for that case.
 - 16.3. GPS may quote a turnaround time target for these services, but GPS shall be under no liability if it fails to comply with such target. Except in respect of the repair service, the product must be free from physical and electrical damage and from modifications.
17. **FORCE MAJEURE**
 - 17.1. A force majeure event is any event beyond the reasonable control of GPS (including but not limited to strikes, traffic congestion, the downtime of any external line, or GPS's inability to procure services, materials or articles required for the performance of the contract except at enhanced prices). If GPS is prevented or restricted from carrying out all or any of its obligations under these terms and conditions of sale by reason of any force majeure event, then GPS shall be relieved of its obligations during the period that such event continues, and shall not be liable for any delay and/or failure in the performance of its obligations during such period. If the force majeure event continues for a period longer than fourteen (14) days, GPS may cancel the affected order or cancel the whole or any part of these terms and conditions of sale, without any liability to the Buyer.
18. **SPECIFICATIONS**
 - 18.1. Unless expressly agreed in writing and warranted by GPS, all drawings, designs, specifications and particulars of weights submitted by GPS are approximate only and GPS shall not be liable for any deviation from them. All drawings, designs, specifications and information submitted by GPS shall be treated as confidential and shall not be disclosed by any third party without GPS's written consent and shall not be used by the Buyer other than for purposes authorised by GPS.
19. **INTELLECTUAL PROPERTY RIGHT**
 - 19.1. The Buyer acknowledges that GPS own the intellectual property rights in the GPS website, GPS catalogues, and their whole or partial reproduction without GPS's prior written consent is prohibited.
 - 19.2. GPS does not warrant or give any assurance to the Buyer that any products supplied will not infringe the intellectual property rights of any third party.
20. **ANTI-BRIBERY**
 - 20.1. The Buyer shall (and shall procure that persons associated with it or other persons who are providing goods or services in connection with these Terms and Conditions) comply with all applicable laws, statutes, regulations relating to anti-bribery and anti-corruption, including, but not limited to, the Bribery Act 2010 (the Relevant Requirements) and shall:
 - 20.1.1. Not (directly or indirectly) induce any employee, agent or subcontractor of GPS to make any concession to or confer any benefit on the Supplier, refrain or withhold from doing any act, in return for any gift, money or other inducement;
 - 20.1.2. Not do or omit to do any act that will cause or lead GPS to be in breach of any of the Relevant Requirements; and
 - 20.1.3. Promptly report to GPS any request or demand for any undue financial or other advantage of any kind received by the Buyer in connection with these Terms and Conditions.
 - 20.2. The Buyer is informed that:
 - 20.2.1. GPS employees are not permitted to accept gifts of more than token value, loans, excessive entertainment or other substantial favours from any company or individual that does business with GPS or seeks to do so;
 - 20.2.2. GPS employees are not permitted to solicit gifts or other favours from any company or individual that does business with GPS, or seeks to do so; and
 - 20.2.3. Entertainment of GPS employees is acceptable only if it has a justifiable business purpose. It should be of a reasonable nature and such that GPS's employees, agents or contractors, can reciprocate.
 - 20.3. Financial restrictions on gifts and entertainment are contained in GPS's Anti-Bribery Policy and further details are available on request.
 - 20.4. Any breach of this clause 20 shall be a material breach of these terms and conditions which is incapable of remedy.
21. **DATA PROTECTION AND BUYER INFORMATION**
 - 21.1. Please refer to our privacy policy for more information about how we process your personal data.
22. **LAW AND JURISDICTION**
 - 22.1. The contract between GPS and the Buyer based on these terms and conditions of sale as applicable to each Buyer order shall be governed by and interpreted in accordance with English Law and the Buyer submits to the non-exclusive jurisdiction of the English courts, but GPS may enforce the contract in any court of competent jurisdiction.
 - 22.2. If any part of these terms and conditions of sale is found to be unenforceable by any court or competent authority or would be found to be unenforceable if it were interpreted or construed in a particular way, then it is the parties' express intention that the relevant working should be interpreted or construed so as to avoid such a finding that, in the event of such a finding, the remainder of the provision in question shall be interpreted or construed to give it full effect.