

CK Isotopes Limited Standard Terms and Conditions of Sale of Goods

1. DEFINITIONS AND INTERPRETATIONS

- 1.1 In these Terms and Conditions:-
“the Buyer” means the person or company named as the Buyer in the Quotation and Order;
“the Contract” means this contract for the supply of the Goods;
“the Goods” means the product that the Buyer has requested the Seller to supply which is detailed within the Seller’s quotation and is the subject matter of this Contract;
“the Order” means a request from the Buyer to the Seller to deliver the Goods as per the Quotation under these Terms and Conditions;
“the Quotation” means the Seller’s quotation, in which the Goods are detailed, and the price, time and place of delivery, and any Special Conditions are provided;
“the Seller” means CK Isotopes Limited;
“the Specification” means the standard product specification for the Goods which can be supplied to the Buyer upon request; and
“the Special Conditions” means any conditions in addition to these Standard Terms and detailed within the Seller’s Quotation.
- 1.2 Unless the context of the Contract otherwise requires:
- (a) words denoting the singular include the plural and vice versa;
- (b) reference to any statute, regulation, notification or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or re-enacted;
- (c) the headings contained in the Contract are used solely for convenience and do not constitute a part of the Contract, nor should they be used to aid in any manner in the interpretation of the Contract;

2. ORDERS

- 2.1 All Orders are given by the Buyer and accepted by the Seller subject to these Terms and Conditions. All other Terms, Conditions and/or warranties attempted to be introduced by the Buyer whether express or implied are hereby excluded with the exception of conditions expressly accepted by the Seller in writing. The Buyer may, for its own administrative convenience, issue its standard form of purchase order including printed Terms and Conditions other than those included herein. The Buyer understands and agrees that such purchase orders shall function only as an Order defined in clause 1.1 and shall otherwise have no contractual effect.
- 2.2 Individual Contracts for the purchase of the Goods shall be deemed to have been established when the Seller receives Orders from the Buyer, unless the Seller within three (3) working days thereafter gives notice to the Buyer that the Order is not accepted.

- 2.3 Quotations are subject to withdrawal by the Seller at any time prior to an Order being given by the Buyer and accepted by the Seller, and shall be deemed to be withdrawn unless accepted by the Buyer within 30 days from the date of issue.
- 2.4 Due to the specific nature of the Goods, Orders cannot be cancelled after receipt. Returns will only be accepted should the Goods not conform to the Specification.

3. DELIVERY OF THE GOODS

- 3.1 All descriptions and illustrations contained in the Seller’s catalogues, price lists and advertisements or otherwise communicated to the Buyer are intended merely to present a general idea of the Goods described therein, and nothing contained in any of them shall form any part of the Contract.
- 3.2 The Seller shall use all reasonable endeavours to deliver the Goods at the requested delivery location within the time stated on the Quotation after the receipt of an Order from the Buyer. Time shall not be of the essence in this clause.
- 3.3 The Seller will add an appropriate charge for each delivery of the Goods in line with the Quotation.
- 3.4 Delivery shall be deemed to take place when the Goods are delivered to the delivery location. The risk of loss of or damage to the Goods shall pass to the Buyer upon delivery. After the Goods are delivered, the Buyer is responsible for taking all proper and necessary precautions in the storage, handling, conveyance and use of the Goods and for complying with all relevant statutory regulations.
- 3.5 Notwithstanding delivery and the passing of risk in the Goods, title and property in the Goods, including full legal and beneficial ownership, shall not pass to the Buyer until the Seller has received in cleared funds payment in full for all Goods delivered to the Buyer under this and all Contracts between the Seller and the Buyer for which payment of the full price of the Goods thereunder has not been paid.
- 3.6 The Buyer hereby grants the Seller a licence to enter upon any premises to recover the Goods supplied in the event that the Buyer fails to pay the price due to the Sellers on the due date.
- 3.7 If a complete delivery cannot be made at the delivery location in accordance with the Order or if, during delivery of the Goods, the Seller experiences delays due to any events under the Buyer’s control, the Seller reserves the right to charge the Buyer for the cost of abortive journeys or part deliveries or any other additional costs incurred.

4. PRICE AND PAYMENT

- 4.1 The price of the Goods applicable shall be set out in the Seller’s Quotation. Value Added Tax will be charged in accordance with government legislation.
- 4.2 The Seller will send the Buyer an invoice for the price of the Goods following delivery. The Buyer shall pay the invoiced price by BACS not later than 30 days after the date of the invoice.

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4.3 The failure of the Buyer to pay any part of the price in due time shall be a breach of condition entitling the Seller to suspend further deliveries and to treat that failure as a repudiation of the whole Contract by the Buyer and to recover damages for such breach of Contract.

4.4 Notwithstanding anything to the contrary, the Buyer irrevocably waives, to the maximum extent permitted by law, any right of set-off, counterclaim, withholding or deduction that it may be entitled to assert under contract or law against any amount due to the Seller.

5. LIABILITY AND INDEMNITY

5.1 The Buyer acknowledges that the Seller is not responsible for manufacturing or processing the Goods, which it obtains from a third party. In light of this, the Buyer waives, and accepts that it is reasonable to waive, all rights which it may have against the Seller for damages or other compensation for the consequence of there being any defects in the Goods, save to the extent that the Seller is able to claim for recovery of an equivalent sum from its supplier.

5.2 The Seller's liability (if any) for late or non-delivery of the Goods, or (subject to clause 7.1) for any other breach of this Contract, shall be limited to the price of the Goods in question.

5.3 The Buyer shall indemnify the Seller against all third party claims against the Seller arising out of the state or condition of the Goods.

6. FORCE MAJEURE

6.1 The Seller shall not be in breach of its obligations under this Contract to the extent that deliveries of the Goods are prevented or delayed by circumstances beyond its control, including but not limited to fire, explosion, flood, earthquake, adverse weather, war, civil disorder, vandalism, terrorism, breakdown of plant or machinery (despite proper maintenance), events constituting force majeure at the Seller's supplier, strikes and labour disputes.

7. ACCEPTANCE

7.1 Delivery shall constitute acceptance unless the Buyer complains in writing forthwith at the time of delivery or in any event within seven (7) days of delivery. If a complaint is not made forthwith in writing then it shall be for the Buyer to satisfy that there was good reason for the delay. Any Buyer who fails to make a complaint in accordance with this condition shall not be subsequently entitled to complain of or have any remedy in respect of damage to or defects or shortages in Goods supplied.

8. ASSIGNMENT

8.1 The Buyer shall not assign any benefit under the Contract without the consent in writing to the

Seller, which may if given, be on such terms as to guarantee or indemnify or otherwise as the Seller thinks fit.

9. NOTICES

9.1 Any notice given under or pursuant to the Contract shall be in writing and shall be given by courier, by hand or by recorded delivery to the other parties registered office. Any notice shall be deemed effectively given if sent by courier, by hand or by recorded delivery upon the delivery at the registered office of the relevant party.

10. PROPER LAW

10.1 The Contract shall be governed by and interpreted in accordance with English Law., and the Buyer submits to the jurisdiction of the High Court of Justice in England, but the Seller may enforce the Contract in any court of competent jurisdiction.

11. THIRD PARTIES

11.1 For the purpose of Contracts (Rights of Third Parties) Act 1999, this Agreement is not intended to and does not give any person who is not a party to it any right to enforce any of its provisions.

12. DATA PROTECTION

12.1 The Buyer acknowledges and consents to the processing and disclosure by the Seller of personal data relating to the Buyer to any credit which from time to time be afforded to the Seller to credit reference agencies, banks and credit insurers and that such organisations may process the data provided.

13. EFFECTIVE DATE 5th March 2018

13.1 These conditions shall apply to all contracts entered into with the Seller and supersede all previous conditions in any form issued by the Seller.

Registered Office:

**CK Isotopes Limited
Office 6
Newtown Grange Farm Business Park
Newtown Unthank
Leicestershire
LE9 9FL**

Registered in England No. 2550018