



Ludger

Ludger Terms and Conditions for Product Sales

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A. General Terms

1. In these conditions:-
 - "Company" shall mean Ludger Ltd.
 - "Client" shall mean the person, firm, company, organisation or agent placing the Order or on behalf of which or whom the Order is placed for the Goods and/or Services.
 - "Goods" shall mean the goods or materials which are the subject of the Order.
 - "Services" shall mean services of any type which are the subject of the Order.
 - "Order shall mean a request, written or verbal, by the Client to the Company to supply Goods and/or Services.
2. Goods and/or Services are sold or supplied on these conditions which shall apply to each and every transaction unless otherwise agreed in writing by a Director of the Company.
3. These conditions shall apply and prevail over any conditions contained or referred to in any Order.
4. The placing of an Order by the Client shall be deemed to be acceptance of these conditions.
5. The Company reserves the right to amend accidental errors or omissions in its documentation
6. Any notice sent by recorded delivery to the last-known address of the Client will be deemed to have been received by the Client.
7. These conditions shall be governed by and construed in accordance with the Laws of England and are subject to the exclusive jurisdiction of the English courts.
8. Nothing in these conditions shall be construed as excluding or restricting any statutory liability or rights which under law must not be so excluded or restricted.
9. Any notice required under these conditions shall be in writing addressed to the other party at its registered office or principal place of business or any other address notified by the receiving party to the party giving notice.

Any notice shall be deemed to be served:

- if sent by pre-paid first class post to the party to whom the notice is given on the second working day after posting or
- if sent by fax to the recipient's fax number at the date and time given on the senders transmission acknowledgement slip.

B. Specifications and Liability

1. Specifications descriptions and illustrations given in the Company's quotations or documentation are intended merely to present a general idea of the Goods and do not form part of any contract and are subject to alteration by the Company without notice.
2. Except where stated otherwise all weights, capacities, percentages, calibrations, times and dimensions are nominal and approximate
3. The Company markets Goods which are intended for use only by or under the Supervision of suitably qualified persons. Goods are supplied as being of the kind and quality ordered but are not otherwise sold as being suitable for any particular application. Where it is proposed to transport use or store Goods supplied by the Company in any application or manner which may involve the possibility of danger to persons or property, it is the responsibility of the Client to establish by testing or otherwise that the goods are suitable for such transport use or storage and that adequate safety precautions are taken. The Company shall incur no liability whatsoever for injury or loss of any description including consequential loss or damage arising directly or indirectly from use of Goods supplied by the Company or its agents except where such liability is a statutory requirement.
4. The sole and exclusive liability of the Company for any goods proved to the Company's satisfaction to be defective or non-conforming shall be replacement without charge or refund of the purchase price in the Company's sole discretion. The Company shall not be liable for any incidental consequential or contingent damages.
5. The Company shall not be liable for loss of any description arising from any cause outside its control.
6. No warranty is given that the use or sale of the Goods will not cause Client or his agent to infringe any letters, patent, copyright, registered design, trade mark, trade name or intellectual property rights and the Company has no liability whatever to the Client in this connection.
7. The Goods are not intended for use as or to come into contact with food or drink for human consumption or for use as drugs for humans.
8. In the case of certain Goods, orders must be signed by the Client who must state his name, address, trade, business or profession, and the purpose for which each of the Goods is required.
9. In case liability of any kind does attach to the Company it shall be limited to the value of any applicable purchase order.

C. Quotations, Prices, and Orders

1. The Company's quotations do not constitute an offer are for information only and do not form part of any contract and are valid for not more than ten days unless otherwise stated.
2. All prices quoted or shown in the Company's documentation are net, ex-warehouse, unpacked and are subject to change by the Company without notice.
3. All goods are supplied at prices ruling at the date of despatch.
4. All prices quoted or shown in the Company's documentation are exclusive of VAT which, where applicable, will be added at the rate applicable at the official tax-point date.
5. The Company reserves the right to charge extra to quoted or list prices for carriage and/or delivery, but such charges may be waived at the discretion of the Company.
6. The Company reserves the right to add to the list or quoted price any additional costs incurred if the Client is not able to receive goods as arranged.
7. The Company reserves the right to make an additional charge for any special packing or handling procedures needed for hazardous materials or delicate goods.
8. The Company reserves the right by giving notice to the Client at any time before delivery increase the price of the Goods to reflect any increase in the cost of supplying the Goods which is beyond the control of the Company.
9. All goods are offered subject to availability.
10. Orders may only be cancelled with the written consent of a Director of the Company and the Company reserves the right to make a charge for any costs or loss incurred.

D. Risk and Title to Goods

1. All risk in relation to the Goods passes to the Client upon delivery but the title to the goods remains vested in the Company until all sums owed by the Client to the Company on whatsoever account have been paid in full.
2. The Client may in the normal course of their business use or deal in the Goods but if any Goods to which the Company has title are sold or used in products sold to a third party the Client shall be the Trustee for

the entire proceeds of such sale and the Client shall place any such proceeds in a separate account so that they are identifiable at all times as the Company's monies. Nothing herein shall constitute the Client the agent of the Company for the purposes of such sub-sale or for any other purpose. Nothing in these conditions shall prejudice the right of the Company to be paid in full at the due date for any Goods or Services supplied.

3. If payment of the whole price of the Goods is overdue the Client grants to the Company or its agents the immediate right and license to enter upon the buyers premises and repossess any goods in which the Company has retained title.
4. If a Client who owes money to the Company for any Goods and/or Services becomes the subject of any action or procedure in connection with any actual or impending insolvency, bankruptcy, receivership, administration order or winding up then the Client must immediately inform the Company accordingly and the Client must not use sell or otherwise dispose of any goods in which the Company has retained title but must immediately return them to the Company.

E. Delivery

1. Delivery dates are given in good faith and are normally met but are subject to change without notice. The Company shall not be liable for any loss or damage, direct or indirect, due to any failure or delay in delivery or failure to notify expected delay.
2. Any damage or loss in transit must be notified and confirmed in writing to the Company and any carrier concerned within three days of receipt of the goods. Any other shortages or errors must be notified and confirmed in writing to the Company within three days of receipt of the goods.
3. Any non-delivery must be notified and confirmed in writing to the Company within fourteen days of the date of advice of despatch.
4. Failure to notify in accordance with these Conditions shall invalidate any claim.
5. The Company reserves the right to deliver pack sizes different from those ordered.
6. Where goods are collected from Company's premises the Client or his representative must ensure that all statutory requirements relating to the transport carriage and handling of the goods are complied with.
7. If the Client does not take delivery of the Goods then the Company may store the Goods until actual delivery and charge the Buyer for reasonable costs (including insurance) of storage.
8. The Company shall not owe the Client any duty of care under section (e) above and shall not be liable

for any loss damage or deterioration of the Goods during storage.

F. Payment

1. For Clients holding an account with the Company or otherwise approved by the Company payment in full shall be made within thirty days of the date of despatch of the goods. For other Clients a remittance must accompany orders.
2. Time for payment shall be of the essence of the Contract.
3. If Client fails to pay on the due date then the Company may terminate the Order and/or suspend any further deliveries to the Client until all debts are paid in full and/or by giving notice in writing to the Client cancel any other contract between the Company and the Client.
4. The Company reserves the right to charge interest on overdue accounts at the rate of five per cent above the current base rate of the Company's bankers.

G. Export Terms

1. Where the Goods are supplied for export from the United Kingdom if the provisions of this 'Export Terms' section are inconsistent with any other provisions of these Conditions the provisions of this 'Export Terms' section shall prevail.
2. The Client shall be responsible for complying with any legislation or regulation governing the importation of the Goods into the country of destination and for the payment of any duties.
3. The Client shall where applicable (I) not either directly or indirectly export the Goods or any other product incorporating the Goods without first obtaining a license to export or re-export from the United Kingdom Government and/or the United States Office of Export Administration ("OEA") (II) comply with the export regulations of the United Kingdom Government and/or the OEA.

H. Intellectual Property

1. All intellectual property and other proprietary rights (including but not limited to trademarks and copyright) and all technical business or similar information (including but not limited to all designs, documents and other materials relating to the Goods) created by the Company during the course of the

Order shall be and shall remain the property of the Company.

I. Privacy

1. Ludger has created this privacy statement in order to demonstrate our firm commitment to privacy. The following discloses our information gathering and dissemination practices for the Ludger website (www.ludger.com):
 - a. We use your IP address to help diagnose problems with our server, and to administer our website. Your IP address is also used to help identify you and to gather broad demographic information.
 - b. Our site may use cookies to keep track of your user preferences
 - c. Our website's contact form asks you to give us information such as your name and email address. We use such information to contact you when necessary and to send you information about our company. You may opt-out of receiving future mailings by emailing us. Unique identifiers (such as your email addresses) are collected to verify your identity and for use as a reference code in our record system.
 - d. Our website uses an order form for you to request information, products, and services. If you order a product or service from us we will ask for financial information such as your account or credit card number so that we can bill you.
 - e. Our website contains links to other sites. Ludger is not responsible for the privacy practices or the content of such websites.
 - f. Security: Our website has security measures in place to protect the loss, misuse and alteration of the information under our control.
2. **Corrections and Updating Your Details:** Please contact us if you need to change any information previously given to us or if you have any questions about this privacy statement, the practices of this site, or your dealings with this web-site.

J. Confidentiality

1. We always maintain strict confidentiality with our clients and we would be happy to sign mutual confidentiality agreements if required.