

General Terms and Conditions of Sale of ABCR (UK) LTD

1. About Us

ABCR (UK) LTD ("abcr") ("we", "our" and "us") (company registration number 03490030) of 7 Christie Way, Christie Fields, Manchester, England, M21 7QY is a company registered in England and Wales.

2. Definitions and Interpretations

2.1 In these Terms the following definitions apply:

"Business Day" means a day other than a Saturday, Sunday or a bank or public holiday in England when banks in London are open for business.
 "Buyer" means the entity whose Order for the Goods is accepted by abcr;
 "Contract" means the agreement between abcr and the Buyer for the sale and purchase of Goods incorporating these Terms and the Order;
 "Delivery Point" means the delivery place for the Goods agreed by abcr and the Buyer when making the Order;
 "Goods" means our products, product samples, research information, packaging for products and other goods set out in the Order;
 "Order" means an order for the Goods from abcr placed by the Buyer; and
 "Terms" means the terms and conditions of sale of abcr as set out in this document.

2.2 In these Terms, unless the context requires otherwise:

- 2.2.1 any clause, schedule or other headings in these Terms is included for convenience only and shall have no effect on the interpretation of the Terms;
- 2.2.2 words denoting the singular shall include the plural and vice versa; and
- 2.2.3 any words that follow 'include', 'includes', 'including', 'in particular' or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words;
- 2.2.4 a reference to a law or statute is a reference to it as it is in force from time to time taking account of any amendment, extension, application, or re-enactment and includes any subordinate legislation made under it from time to time; and
- 2.2.5 a reference to these Terms or to any other agreement or document referred to in these Terms is a reference to these Terms or any such other agreement or document as varied (other than in breach of the provisions of these Terms) from time to time.

3. Basis of Sale

- 3.1 These Terms shall apply to all our business dealings with the Buyer, they are not intended to apply to consumers and any Order made with abcr is not intended to be directed at consumers. Unless we provide otherwise, our products shall only be offered to Buyers for further processing and research purposes and shall not be sold to consumers unless they have been synthesised by the Buyer. Except where expressly provided, our products may not be used in an unprocessed form as additives for foodstuffs or feedstuffs; human or veterinary medicinal products and cosmetics, nor for in vivo diagnostic purposes.
- 3.2 Prices for the Goods shall be as set out in abcr's catalogue (current as at the date of purchase) or for any Goods which are ordered in bulk as set out in a quotation given by abcr. Quotations for Goods which are not precious metals shall be valid until the earlier of the following:
- (i) the date that is 30 days from the date the quotation is issued;
 - (ii) the date specified on the quotation; or
 - (iii) the date abcr notifies the Buyer that the quotation has been withdrawn.
- Notwithstanding the foregoing, quotations for Goods which are precious metals shall be valid only for the date that they are issued.
- 3.3 Each Order by the Buyer shall be deemed to be an offer by the Buyer to buy the Goods subject to these Terms. Unless expressly stated otherwise, abcr is entitled to accept this contractual offer within 14 Business Days of receipt. The Buyer is solely responsible for ensuring that the terms of its Order are complete and accurate.
- 3.4 Unless expressly provided otherwise, any amendment to these Terms as agreed by both parties in accordance with clause 15.3 shall be deemed to apply to all future Contracts entered into after the date of such amendment.
- 3.5 If there is an inconsistency between these Terms and the terms of any individual agreements with the Buyer (including supplementary agreements, additions and amendments) then the terms of the individual agreement with the Buyer shall take precedence over these Terms. Subject to evidence to the contrary, a written contract or our written confirmation shall be the authoritative version for the content of such agreements.

4. Conclusion of the Contract

- 4.1 Subject to clause 14, marketing and other promotional material or technical documentation (e. g. drawings, plans, calculations, and references to industry standards) are illustrative only and do not form part of the Contract.
- 4.2 Each Order shall only be deemed accepted upon the earlier of (i) written confirmation by abcr of acceptance of the Order; and (ii) abcr taking any material step to fulfil the Order, at which point the Contract shall come into existence.

4.3 Unless otherwise agreed between abcr and the Buyer, the Buyer is responsible for complying with statutory and administrative provisions, in particular relating to the import, transport, storage and use of the Goods.

5. Product Information

- 5.1 Unless expressly provided otherwise, the contractually agreed condition of the Goods is exclusively derived from abcr product specifications relevant to those Goods (as may be specified by abcr from time to time). A deviating contractual condition or designated use that is stipulated in the Contract does not arise from one of the "identified uses" that are relevant for the Goods concerned under the Registration, Evaluation, Authorisation and Restriction of Chemicals Regulation (EC) No 907/2006 ("REACH") or the REACH etc. (Amendment etc.) (EU Exit) Regulations 2019.
- 5.2 Other than the specification which is provided to the Buyer at the time that the Order is placed, any specifications or other information (whether written or otherwise) provided by abcr in respect of the Goods is issued or provided for the sole purpose of giving an approximate idea of the Goods described in the Contract and will not form part of the Contract.

6. Delivery Deadline and Delays

- 6.1 The delivery deadline for the Order will be stipulated by abcr when accepting the Order or agreed between the parties on a case-by-case basis. If no deadline for delivery is stipulated or agreed the deadline is approximately ten Business Days from the date the Contract is concluded. For the avoidance of doubt time shall not be of the essence in relation to the timescales for delivery in this Contract.
- 6.2 If abcr is unable to meet the delivery deadline due to a Force Majeure Event (as defined below), abcr will notify the Buyer as soon as reasonably practicable and indicate the estimated new delivery deadline at that time. If delivery can also not be made by the new deadline, abcr is entitled to terminate the contract in whole or in part without any liability whatsoever to the Buyer and it will immediately refund any payments already made by the Buyer for Goods not received.

7. Delivery, Transfer of Risk and Title

- 7.1 Unless otherwise stated in the Contract, delivery of the Goods (or any instalment of the Goods) shall take place at the Delivery Point and shall be deemed to have been completed upon the Goods (or relevant instalment of such) being made available for off-loading at the Delivery Point (or such other destination agreed in accordance with this clause 7.1). At the Buyer's request and expense, the Goods may be shipped to another destination (e. g. in the case of a mail order purchase). Unless expressly provided otherwise, abcr is entitled to determine the type of shipment (in particular, the transport company shipping route, packaging).
- 7.2 The risk of loss of and damage to the Goods shall pass to the Buyer on completion (or deemed completion) of delivery. For shipments of Goods, the risk of accidental loss of and damage to the Goods and the risk of delay shall pass to the Buyer upon delivery of the Goods to the forwarder, carrier or any other person or institution instructed to perform the shipment to the Buyer. The Buyer shall not refuse to take delivery and shall make available all facilities necessary for delivery to take place.
- 7.3 If the Buyer is in default of acceptance, fails to cooperate, or if the delivery is delayed for other reasons for which the Buyer or its agents are responsible then:
- 7.3.1 delivery of the Goods shall be deemed to have been completed at 09:00am on the third Business Day after the date on which abcr first attempted delivery;
 - 7.3.2 the Buyer shall be responsible for all costs incurred by abcr arising therefrom, including additional costs (e. g. storage costs) ; and
 - 7.3.3 if ten Business Days after the day on which abcr first attempted delivery abcr has been unable to deliver the Goods because the Buyer fails to accept them or because the Buyer fails to co-operate with abcr then abcr may resell or otherwise dispose of all or part of the Goods (and after deducting storage and selling costs) charge the Buyer for any shortfall below the price of the Goods.
- 7.4 If abcr fails to deliver the Goods, its liability is limited to the cost of obtaining replacement goods of a similar description and quality in the cheapest market available, less the price of the Goods. However, abcr will not be liable to the extent that any failure to deliver was caused by a Force Majeure Event, or because the Buyer failed to provide adequate delivery instructions or any other instructions that are relevant to the supply of Goods or failed to cooperate.
- 7.5 abcr may deliver the Goods by instalments, which shall be invoiced and paid for separately. Any delay in delivery or defect in an instalment shall not entitle the Buyer to cancel any other instalment.

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8. Price and Payment

- 8.1 The price of the Goods will (in the absence of manifest error) be as quoted on our site at the time the Buyer submits its Order. abcr will take all reasonable care to ensure that the prices of Goods are correct at the time when the relevant information was entered onto the system. The price of our Goods is subject to change from time to time, but changes will not affect any Order already placed.
- 8.2 The price of the Goods is exclusive of Value Added Tax and any other sales taxes which the Buyer will pay in addition at the rate prevailing on the date of invoice.
- 8.3 For a sales shipment, the Buyer shall bear the costs of transport and the expenses of a possible cargo insurance if so desired by the Buyer. The Buyer shall bear all customs duties, fees, taxes and other public levies.
- 8.4 Payment for the Goods shall become due on completion (or deemed completion) of delivery. Unless provided otherwise, the Buyer shall pay abcr the sums due in respect of the Contract no later than seven days after completion (or deemed completion) of the delivery of the Goods. Time is of the essence in respect of any obligation on the Buyer to pay any amount under these Terms.
- 8.5 Regardless of the place of delivery of the Goods, the place of execution for Buyer's payment liability is the registered office of abcr.
- 8.6 The Buyer is only entitled to the rights of set-off or retention to the extent that its claim has been established by a final judgement issued by a court of competent jurisdiction or is undisputed.
- 8.7 Payment for the Goods shall be made in pounds sterling.

9. Retention of Title

- 9.1 Save as expressly stated in clause 7.2, risk in the Goods shall pass to the Buyer on completion (or deemed completion) of delivery in accordance with clause 7.
- 9.2 Title to the Goods shall not pass to the Buyer until abcr has received payment in full for the Goods and any other Goods that abcr has supplied to the Buyer in respect of which payment has become due.
- 9.3 Until such time as title to the Goods has passed to the Buyer, the Buyer shall:
- 9.3.1 keep the Goods separate from those of the Buyer and any third parties in such a way that they remain readily identifiable as the property of abcr;
- 9.3.2 take all reasonable care of the Goods and keep them in the condition in which they were delivered;
- 9.3.3 on reasonable notice, permit abcr to inspect the Goods during the Buyer's normal business hours and provide abcr with such information concerning the Goods as abcr may request from time to time; and
- 9.3.4 keep the products insured on abcr's behalf for the full price as stated in the Order against all risks with a reputable insurer. The Buyer shall maintain an endorsement of abcr's interest on its insurance policy, subject to the insurer being willing to make such endorsement.
- 9.4 Notwithstanding clause 9.3 the Buyer may use or resell the Goods in the ordinary course of its business until such time as it becomes aware or ought reasonably to have become aware that an event specified in clause 12 has occurred or is likely to occur. In such circumstance, title to the Goods shall pass to the Buyer immediately prior to the resale.
- 9.5 If at any time before the title to the Goods has passed to the Buyer, the Buyer informs abcr, or abcr reasonably believes, that the Buyer has or is likely to be subject to any of the events listed in clause 12, abcr or its representatives may enter any premises where the Goods are stored and repossess them.

10. Claims for Defects

- 10.1 Except as expressly stated in these Terms, abcr does not give any representations, warranties or undertakings in relation to the Goods. Any representation, condition or warranty which might be implied or incorporated into these Terms by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, abcr will not be responsible for ensuring that the Goods are suitable for the purposes of the Buyer.
- 10.2 Subject to the other provisions set out in these Terms, abcr warrants that:
- (10.2.a) on delivery the Goods shall conform in all material respects with any specification provided to the Buyer at the time the Order was placed. For the avoidance of doubt abcr provides no such warranty in respect of statements or representations made in any marketing or promotional material or material which is provided for the sole purpose of giving an approximate idea of the Goods; and
- (10.2.b) on delivery and for a period of six months from the date of completion of delivery, the relevant Goods shall be free from material defects in design, material and workmanship.
- 10.3 The Buyer must inspect the Goods and inform abcr of any defect in the quality or condition of the Goods or their failure to correspond with any specification within five Business Days from the date of their delivery (or in respect of latent defects, within five Business Days of the latent defect becoming apparent). abcr shall be given full opportunity to inspect such potentially defective Goods. If delivery is not refused, or the Buyer does not notify abcr within the above period, the Buyer shall not be entitled to reject the Goods and abcr shall have no liability for any such defect or failure.
- 10.4 Where the Buyer makes a valid claim in respect of any defect in the Goods (or any part of them) in accordance with these Terms, the Buyer's sole remedy shall be for abcr (in its sole discretion) to repair or replace the Goods, conditional on the payment of the purchase price by the Buyer. Except as expressly provided in this clause abcr shall have no liability to the Buyer in respect of the Goods' failure to comply with the warranty set out in clause 10.2.

10.5 If there is indeed a defect, abcr will bear any expenses necessary for the inspection and subsequent repair or replacement of the Goods. Otherwise, abcr can require the Buyer to reimburse the costs arising from the unauthorised requests of removal of defects (in particular testing and transport costs).

10.6 abcr shall not be liable for the Goods' failure to comply with the warranties set out in clause 10.2 in any of the following events:

- 10.6.1 the Buyer makes any further use of such Goods after giving notice in accordance with clause 10.3;
- 10.6.2 the defect arises because the Buyer failed to follow abcr's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same;
- 10.6.3 the defect arises as a result of abcr following any drawing, design or specification supplied by the Buyer;
- 10.6.4 the Buyer alters or repairs such Goods without the written consent of abcr;
- 10.6.5 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or
- 10.6.6 the Goods differ from their specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

10.7 These Terms shall also apply to any repaired or replacement Goods supplier by abcr.

11. Liability

- 11.1 Nothing in these Terms limits or excludes the liability of abcr for
- (11.1.a) death or personal injury caused by the negligence of abcr;
- (11.1.b) fraud or fraudulent misrepresentation; or
- (11.1.c) for any matter which it would be illegal for abcr to exclude or attempt to exclude its liability.
- 11.2 abcr shall not be liable (whether in contract, tort, breach of duty or otherwise) in respect of any loss suffered due to an alteration to the Goods by the Buyer without the authority of abcr, use or storage of the Goods otherwise than in accordance with the instructions of abcr or any default to the extent it arises due to a default by the Buyer of any term of the Contract.
- 11.3 The terms implied by Sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.
- 11.4 Without prejudice to the foregoing:
- 11.4.1 the total liability of abcr in contract, tort, misrepresentation, restitution, breach of duty or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the relevant Contract price; and
- 11.4.2 abcr shall not be liable to the Buyer in contract, tort, misrepresentation, restitution, breach of duty or otherwise for any economic loss, loss of profits, loss of goodwill, loss of business, loss of business opportunity, loss of anticipated saving, and/or any indirect or consequential loss which arises out of or in connection with the Contract.

12. Termination

- 12.1 Without limiting any of its other rights, abcr may suspend the supply or delivery of the Goods to the Buyer, or terminate the Contract with immediate effect by giving written notice to the Buyer if the Buyer:
- 12.1.1 commits a material or fundamental breach of an obligation under the Contract;
- 12.1.2 fails to pay any amount due under the Contract on the due date for payment;
- 12.1.3 takes any step or action in connection with entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of your assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
- 12.1.4 suspends, threatens to suspect, ceases or threatens to cease to carry on all or a substantial part of its business; or
- 12.1.5 its financial position deteriorates to such an extent that in the opinion of abcr its capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- 12.2 On termination of the Contract for any reason the Buyer shall immediately pay to abcr all of abcr's outstanding unpaid invoices and interest and, in respect of Goods supplied but for which no invoice has been submitted, abcr shall submit an invoice, which shall be payable by the Buyer immediately on receipt.
- 12.3 Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.
- 12.4 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect.

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13. Force Majeure

- 13.1 abcr will not be liable or responsible if it is prevented, hindered or delayed in on from the performance of any of its obligations under the Contract where caused by any act or event beyond its reasonable control ("Force Majeure Event").
- 13.2 If a Force Majeure Event leads to a restriction in the availability of Goods so that abcr can no longer perform its contractual obligations with the Buyer, for the duration of the Force Majeure Event, and to the extent abcr is affected, it shall be released from its contractual obligations without liability and is not obliged to procure the Goods from a third party.
- 13.3 Clause 13.2 shall also apply to the extent that the Force Majeure Event renders the Contract unprofitable for abcr.

14. Orders Through Our Online Shop

- 14.1 The use of the online shop to initiate and process transactions is conditional on the Buyer's acceptance of the supplementary terms and conditions of use of the online shop. The Buyer is obliged to provide truthful and complete information during the registration process for the online shop and should make all reasonable effort to keep its registration information up to date. The online shop may only be used by the respective Buyer or authorised users.
- 14.2 Our confirmation of receipt of the Buyer's Order does not constitute an acceptance of the offer to buy.
- 14.3 We reserve the right to minor deviations in the condition of the Goods ordered online, particularly with regard to quantity and purity, provided that the deviations are customary in the trade.
- 14.4 The delivery times indicated in the online shop refer to the date of shipment.

15. General

- 15.1 The Buyer shall not assign or transfer any of its respective rights or duties under this Agreement without the prior consent in writing of abcr.
- 15.2 abcr may assign or transfer its rights and obligations under the Contract to another entity provided that the Buyer is notified of such assignment or transfer.
- 15.3 No variation to these Terms, nor any representations about the Goods, shall be binding on abcr unless confirmed in writing by a person with the authority to do so.

- 15.4 If for any reason any provision of these Terms shall be or be found to be void or of no effect or invalid the other provisions hereof shall not be affected thereby and shall continue in full force and effect. The parties further agree to replace any such invalid, unenforceable provisions with valid and enforceable provisions designed to achieve, to the greatest extent possible, the business purpose and intent of such invalid and unenforceable provisions.
- 15.5 Any notice given by the Buyer under these Terms shall be in writing and delivered to the following address:
15.5.1 if by post or hand delivery to ABCR (UK) LTD, 7 Christie Way, Christie Fields, Manchester, M21 7QY; or
15.5.2 if by email to info@abcr-uk.com
- 15.6 Any failure by abcr to enforce or require strict performance by the Buyer of any provisions of these Terms shall not constitute a waiver thereof by abcr and abcr may at any time avail itself of the rights and remedies available for any breach of Terms.
- 15.7 These Terms represent the entire agreement between abcr and the Buyer in relation to its subject matter. The Buyer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of abcr which is not set out in these Terms or the Contract.
- 15.8 The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- 15.9 The Contract and any dispute or claim arising out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales and the parties irrevocably agree to submit to the exclusive jurisdiction of the courts of England and Wales.

Version date: January 2022

ABCR (UK) LTD Commercial address of the registered

Office:
ABCR (UK) LTD, 7 Christie Way, Christie Fields,
Manchester, M21 7QY, United Kingdom