

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

### 1. About Us

ABCR (UK) LTD ("abcr") ("we" and "us") (company registration number 03490030) of 7 Christie Way, Christie Fields, Manchester, United Kingdom is a company registered in England and Wales since 1998-01-08.

### 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 and Wales;

"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 product and other goods set out in the Order or understood by the parties to be included in the Goods and to be supplied by abcr to the Buyer;

"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 and 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 for the time being taking account of any amendment, extension, application, or re-enactment and includes any subordinate legislation for the time being in force made under it; 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 this agreement) 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 consumers for further processing and research purposes. Except where 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 Each Order by the Buyer shall be deemed to be an offer by the Buyer to buy the Goods subject to these Terms. Unless stated otherwise, abcr is entitled to accept this contractual offer within 14 Business Days of receipt. The Buyer is responsible for ensuring that the terms of its Order are complete and accurate.

3.3 Unless 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.

3.4 Any individual agreements with the Buyer (including supplementary agreements, additions and amendments) shall in any case 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 Acceptance may be confirmed by confirmation by abcr of the Order.

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 provided otherwise, the contractually agreed condition of the Goods is exclusively derived from abcr product specifications (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").

5.2 Any specifications or other information (whether written or otherwise) provided by abcr in respect of the Goods are issued or provided for the sole purpose of giving an approximate idea of the Goods described in the Contract and only form part of the Contract where expressly agreed by abcr in writing.

### 6. Delivery Deadline and Delays

6.1 The delivery deadline 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 the deadline is approximately ten Business Days from the date the Contract is concluded.

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 immediately 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 and it will immediately refund any payments already made by the Buyer.

### 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 made upon the Goods (or relevant instalment of such) being made available for off-loading at the Delivery Point. 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 provided otherwise, abcr is entitled to determine the type of shipment (in particular, the transport company, shipping route, packaging).

7.2 The risk of accidental loss of and damage to the Goods shall pass over to the Buyer on delivery. For sales shipments, 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 is responsible, the Buyer shall be responsible for all costs incurred by abcr arising therefrom, including additional costs (e.g. storage costs).

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.

### 8. Price and Payment

8.1 The price of the Goods will 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 Unless provided otherwise, the Buyer shall pay abcr the agreed price no later than seven days after 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. 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 or is undisputed or if the claim arises from the same contractual relationship.

### 9. Retention of Title

9.1 Risk in the Goods shall pass to the Buyer on 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.

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 13 has occurred or is likely to occur. In such circumstance, title to the Goods shall pass to the Buyer immediately prior to the resale.

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### 9. f. Retention of Title

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 specifications as determined by abcr; and (10.2 b) on delivery and for a period of six months from the date of delivery of the relevant Goods shall be free from material defects.
- 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, and 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, abcr shall be entitled to make any subsequent repair or replacement due, conditional on the payment of the purchase price by the Buyer.
- 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).

### 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 or (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 1893 (as amended by the Sale of Goods and Supply of Services Act 1980) 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 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.

### 13. Force Majeure

- 13.1 abcr will not be liable or responsible for any failure to perform, or delay in performance of, any of its obligations under the Contract that is 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 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 Save as provided by clause 15.2 neither party shall assign or transfer any of its respective rights or duties under this Agreement without the prior consent in writing of the other.
- 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, United Kingdom; or
- 15.5.2 if by email to [info@abcr-uk.com](mailto: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 given by or on behalf of abcr which is not set out in these Terms or the Contract.
- 15.8 These Terms and any Contract and any dispute or claim arising out of or in connection with these Terms and any Contract or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and the parties irrevocably agree to submit to the exclusive jurisdiction of the courts of England.

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ABCR (UK) LTD domiciled in Manchester

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