

1 DEFINITIONS

In these Conditions:

1.1 "Lennox" means Laboratory Supplies Ltd T/A Lennox hereinafter referred to as Lennox

1.2 "the Customer" means any individual, firm or other person with whom Lennox (Laboratory Supplies Ltd T/A Lennox) contracts

1.3 "the Goods" means those Goods to be sold by Lennox to the Customer

1.4 "the price" means the price agreed for the Goods

1.5 "Delivery Address" means the address to which Lennox is instructed to deliver the Goods

1.6 "writing" includes facsimile, letter, email or other electronic method of written communication transmission and comparable means of communication

Any reference in these conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

2 CONDITIONS

2.1 In the event of the Customer's quotation or order containing conditions at variance with these conditions then such conditions will have no effect and these conditions only shall apply

2.2 No variation to the contract shall be binding unless agreed in writing between authorised representatives of the Customer and Lennox.

3. DELIVERY

3.1 Lennox will try to deliver the goods as soon as possible but shall incur no liability of any description arising from delay in delivery and the time of delivery shall not be of the essence of the contract

3.2 Should Lennox attempt to deliver the Goods to the Delivery Address and the Customer fails to accept delivery then, without prejudice to any other rights, Lennox may have, the Customer shall be liable to pay any additional costs incurred by Lennox arising from non-delivery, including, by way of example, additional transportation costs and storage charges

3.3 Lennox is not liable for any loss or damage caused by:

3.3.1 loading of the Goods by the Customer, its agents or servants, if the Goods are collected by the Customer; or

3.3.2 any loss or damage occurring after collection or delivery

3.4 Orders may be subject to a minimum order charge.

4. FORCE MAJEURE

If Lennox shall be delayed or prevented from performing any of its obligations hereunder by any circumstances whatsoever outside its complete control, further performance of the contract shall either be suspended so long as Lennox shall be so prevented or, at its option, cancelled in which case Lennox shall not be liable for any loss damage or injury of any kind whatsoever whether direct indirect or consequential to any person or any property caused by or connected with such suspension or cancellation of the contract and any monies paid in advance for the Goods will be refunded in full to the Customer. Lennox will not be deemed to be in breach of its contract.

5. TITLE

5.1 Title to the Goods shall not pass to the Customer until all monies due from the Customer to Lennox on any account have been received by Lennox

5.2 In the case of non-payment on the due date or termination under the provisions of Condition 13 (whichever shall be the earlier) Lennox shall be entitled and may at any time for the purpose of recovery of the Goods enter upon any premises where they are stored or where they are reasonably thought to be stored and may repossess the Goods.

5.3 The Customer shall not be entitled to pledge, charge by way of security or otherwise encumber any of the Goods.

5.4 Legal and beneficial ownership of goods does not pass to customer until all monies due to the company are paid in full.

6 RISK AND INSURANCE

6.1 The risk for the Goods shall pass to the Customer on delivery

6.2 The Customer shall fully insure the Goods for the Price from the date of delivery or collection (as the case may be) in the joint names of Lennox and the Customer and shall store the Goods separately and identified as the property of Lennox until all sums due to Lennox have been settled in full

7 PAYMENT

7.1 Quotations from Lennox are valid for 6 months from the date of such quotation and may be withdrawn or varied at any time in writing by Lennox unless previously accepted in writing by the Customer.

For the purposes of this condition the receipt by Lennox of an order in writing for the Goods shall be deemed to be an acceptance of the quotation.

7.2 Unless otherwise agreed in writing payment for Goods shall be made in accordance with the invoice within 30 days of the invoice date. For this purpose, time for payment shall be the essence of the contract. Receipts for payment will only be issued upon request. Any discrepancy associated with but not limited to pricing, charges invoice address, purchase order numbers must be reported to Lennox within 30 days of the invoice date. Discrepancies notified after the 30-day period will not be considered by Lennox for credit.

7.3 Lennox shall be at liberty to invoice the Customer for Goods delivered notwithstanding that all of the Goods ordered have not been delivered

7.4 If payment is not made as provided for in 7.2 the sum due shall carry interest at the rate of 2 percent above the Bank of Ireland Base Rate at the invoice date calculated on a daily basis from the invoice date until payment is made in full, together with all costs, charges or expenses incurred in recovering any amount due.

7.5 If payment is not received by the due date by Lennox and without prejudice to the provisions of 7.4 and Lennox's other rights and remedies, Lennox reserves the right to suspend all further deliveries of Goods to the Customer and/or to terminate all contracts between Lennox and the Customer and Lennox shall have no liability to the Customer for such suspension or termination

7.6 In a situation where the customer cannot take delivery the goods will be invoiced as per the agreed terms detailed within.

8 PRICES

8.1 The Price charged for the Goods will be the price ruling at the date of the Order Acceptance or as provided for in the quotation (if any) subject to Condition 7.1

8.2 Where services provided by Lennox (or a sub-contractor) are delayed by the customer site, Lennox reserve the right to invoice any additional costs incurred.

8.3 Capital equipment orders are subject to the credit limits which are applied to your account, and may require phase or partial payment in advance.

9 VAT

9.1 Unless expressly stated otherwise all prices quoted are exclusive of Value Added Tax. Goods will be sold subject to the rate of Value Added Tax prevailing at the relevant tax point

9.2 Where Lennox is acting as an intermediate supplier in a triangulation arrangement in respect of the supply of goods outside the Republic of Ireland but within the European Community the Customer shall account for the acquisition VAT on behalf of Lennox

9.3 If the Customer is in a VAT group it shall provide Lennox with the name of the group representative member its address and full VAT number including the group's suffix

9.4 Where the Goods are supplied to the Customer outside of the Republic of Ireland and within the European Community the Customer shall provide Lennox with its VAT number or if it does not do so pay the VAT in accordance with paragraph 9.1

10 WARRANTIES AND REPRESENTATIONS

10.1 Unless otherwise expressly stated in writing any statements as to the performance of the Goods but not the ability of the Customer to sell them are accurate to the best of Lennox's belief and Lennox undertakes no absolute obligation to supply Goods which achieve or comply with any such statements.

10.2 In the case of liability under paragraph 10.1 Lennox shall be liable only to accept the return of the Goods concerned and to refund to the Customer the Price or any part of the Price paid by the Customer

10.3 All other terms, conditions, warranties, guarantees, undertakings or representations whether expressed or implied (save only those which cannot be negated or varied by express agreement or by course of dealing or usage) or agreed or offered orally or in correspondence or otherwise and all particulars or details shown in or on specification catalogues or any illustrative or descriptive documents are hereby excluded from the contract

10.4 These conditions shall apply mutatis mutandis to any Goods supplied by Lennox by way of replacement, rectification or improvement under any of these conditions

10.5 Subject as expressly provided in these conditions, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

10.6 Where the goods are sold under a consumer sale (as defined in the Sale of Goods and Supply of Services Act, 1980) the statutory rights of the Customer are not affected by these conditions.

10.7 The Warranty period for instruments begins when they are delivered to site or (in the event where the customer cannot take delivery for a period) when customer is notified that the goods are available in Lennox for delivery to site.

11. RETURN OF GOODS & NOTIFICATIONS OF LOSS, NON-DELIVERY, DAMAGE

11.1 If the Goods are delivered to the Customer then any notice of claim arising from the delivery (damage, short delivery or loss) must be made within 5 working days of the date of the delivery. Such notice must be made in writing by the Customer to Lennox, and the delivery advice note must be returned to Lennox duly endorsed with reasonable details of such loss, shortage or damage. Lennox shall have no liability for any loss or damage where the delivery advice note is returned to Lennox endorsed as unchecked or unexamined. If Lennox shall not have been given notice of any claim within the specified period, the goods shall be deemed accepted by the Customer. It is the Customer's responsibility to acquire Lennox complaints reference number as proof of request, which should be quoted in any communication (invoice query, etc) relating to the complaint.

11.2 If the Goods are delivered to the Customer then any request for return of goods arising from that delivery must be made to Lennox within 5 working days of the date of the delivery. If Lennox shall not have been given notice of any claim within the specified period, the goods shall be deemed accepted by the Customer. It is the Customer's responsibility to acquire a Lennox return reference number as proof of request, which should be quoted in any communication (invoice query, etc) relating to the return.

11.3 If the Goods are collected by the Customer, Lennox shall only be liable for any loss, shortage or damage in the quantity of Goods subject to the Customer completing a written claim on collection and under no circumstances shall Lennox be liable for any claim in respect of collected Goods where the Goods are removed from Lennox's premises without such written Claim being completed.

11.4 It shall be the Customer's sole responsibility to inspect the Goods in order to comply with the provisions of Condition 11.1 to 11.3 inclusive

11.5 If the Customer is unable to accept the full delivery of a bulk order placed by them, then a Pick-Up fee may be charged for any goods picked up and returned to Lennox.

12 LIABILITY

12.1 Lennox shall not be liable to the Customer for any loss of profit or other indirect, special or consequential costs, expenses, goodwill, loss or damage, (whether caused by the negligence of Lennox or its employees or agents or otherwise), which arises out of or in connection with the supply of goods or their subsequent use or resale except as expressly provided in these conditions.

12.2 Lennox's maximum aggregate liability under, arising from, or in connection with the contact (whether in contract, for negligence or otherwise) shall be limited to a sum equivalent to the price of the goods in respect of which such a liability arises.

12.3 Without prejudice to the provisions of 12.2 the liability of Lennox to the Customer for any loss or damage to property (other than the Goods) shall not exceed €1,000,000

12.4 The Customer shall keep and hold Lennox, its servants and agents, fully indemnified in respect of any claim, loss, damage or injury whether arising in contract, tort or otherwise arising from any act or omission whether deliberate, accidental or negligent of the Customer, its servants or agents

12.5 The Customer is recommended to insure against any loss or damage in respect of which the liability is excluded or limited under these conditions

12.6 The provisions of this Condition 12 shall apply to Lennox's servants and agents and shall survive termination of the contract for the Goods (howsoever arising)

12.7 All Goods must be used, handled, stored, transported and disposed of in line with the current legislation, guidelines, the manufactures SDS or under REACH regulations and that the Goods will be only used for specified and legal purposes.

13 TERMINATION

13.1 Lennox may at its own discretion terminate any contract for the Goods or suspend any further delivery of the Goods without any liability to the Customer upon any of the following events occurring:

13.1.1 the Customer entering into any voluntary arrangement with its creditors or becoming subject to an Examinership Order; or

13.1.2 being an individual or firm having a bankruptcy petition served against it; or

13.1.3 being Lennox having a winding-up petition served on it; or

13.1.4 going into liquidation for any purpose other than amalgamation or reconstruction; or

13.1.5 any of its property or assets being possessed under the provisions of any encumbrance, mortgage, charge or lien upon them; or

13.1.6 ceasing, or threatening to cease, to carry on business; or

13.1.7 Lennox reasonably believes or suspects that any of the above-mentioned events are to occur in relation to the Customer

13.2 Notwithstanding the right of Lennox to terminate under the provisions of this Condition on occurrence of any of the events referred to in 13.1, any sums due to Lennox and not yet paid (irrespective of any payment terms contained in these terms and conditions or otherwise agreed in writing between parties) shall become immediately due and payable, and Lennox shall be entitled to charge interest at the rate of 2 per cent per annum above the overdraft lending rate for the time being of Bank of Ireland Plc on such outstanding amount from the date of notification of the same to the date of payment

13.3 Without prejudice to any other rights and remedies of Lennox, in the event that the Customer seeks to cancel an order for Goods that they have incorrectly chosen, then Lennox reserves the right to charge the Customer a Return Fee.

14 TRADE MARK

14.1 The Customer shall under no circumstances obliterate, mutilate, alter or otherwise interfere with any existing trade mark of Lennox affixed to the Goods or fix any other trade mark either in addition to or in place of the existing trade mark upon any of the Goods

14.2 Any rights or remedies of Lennox in respect to any trade marks shall be without prejudice to and in addition to any other rights and remedies provided under these terms and conditions

15 ASSIGNMENT

Notwithstanding anything in this contract or agreement, or in any other arrangement between the parties to the contrary, Lennox may assign, transfer or otherwise dispose of all or any of its rights under this agreement. The Customer shall not and shall not purport to assign, transfer or otherwise dispose of its rights and obligations under this agreement.

16 INDUCEMENTS

It is a condition of the agreement that no inducements to trade are offered to any of Lennox's staff at any time. The Customer should inform Lennox immediately if they are approached in this respect by any of Lennox's staff. Seasonal gifts or entertainment offered to Lennox's employees should be of nominal value only

17 WHOLE AGREEMENT

These conditions supersede all previous agreements between the parties and contain the whole of the agreement between the parties. There are no collateral or personal representations agreements warranties or conditions not specifically set forth herein and subject to the provisions of these conditions no modification amendment or variation shall be effective or binding on the parties unless agreed by them in writing and signed by the authorised representatives of each party

18 LAW AND JURISDICTION

These conditions shall be subject to the provisions of the law of Ireland and both parties irrevocably submit to the non-exclusive jurisdiction of the Courts of Ireland.

19 GENERAL

19.1 Any notice required or permitted to be given by either party to the other under these Conditions shall be in Writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

19.2 Termination of the Contract shall be without prejudice to any rights of either party arising prior to or as a result of such termination and no waiver of any right shall be a continuing waiver or prejudice the future enforcement of such right.