

## **General Terms and Conditions of Sale.**

### **1.Interpretation.**

“DFC” means Discovery Fine Chemicals Limited.

“Customer” means the company, organisation or individual which accepts the supply of goods and/or services.

“Agreement” means the relevant agreement with the customer which shall consist of a quotation accepted by the customer.

### **2.Acceptance.**

All sales are subject to the Terms and conditions set forth herein. All other terms and conditions (including any terms or conditions which the customer purports to apply are excluded from the agreement).

### **3.Prices.**

Prices are those confirmed by official quotation, expressed in Pounds sterling, Euros or US dollars. Unless expressly stated otherwise, all prices are exclusive of VAT, taxes, duty, insurance, all of which are the responsibility of the Customer. Unless otherwise indicated all prices are ex-works and do not include any cost for freight. DFC reserves the right to amend the price of any goods or services. DFC shall obtain the customer's prior written approval before execution of any such delivery subject to price modification.

### **4.Delivery.**

Delivery shall be when the goods or services are accepted by a representative of the Customer. DFC agrees to deliver all orders over £300.- net from UK customers without delivery charge.

Deliveries for orders under £300.- will be charged at a flat rate of £10.-

Deliveries to export customers will be charged as per details given in the quotation.

DFC shall endeavour to supply the goods or services within the time agreed or in the absence of any time, within a reasonable time. Delivery dates are given in good faith but DFC does not accept any liability for deviation from these dates due to reasons beyond our control ie strikes, acts of God, civil commotion etc.

### **5.Ownership.**

Ownership shall pass to the Customer upon payment in full for the corresponding goods or services. The Customer shall be liable for any damage, loss or claim, howsoever caused during the period from receipt to payment.

### **6.Payment.**

Payment shall be made in full within 30 days from the date of the invoice. If any sums become overdue DFC may suspend all further deliveries until payment has been made. Furthermore DFC may charge interest at 2% per 28 days on any sum not paid on the due date. The Customer shall not be entitled to withhold payment on the ground that it has a claim or set off against DFC.

## **7.Claims and Returns.**

No goods are returnable without express prior written authorisation from DFC. The Customer is duty bound to inspect the goods on delivery and any defect in the goods must be notified within 15 days of delivery. The Customer must substantiate all claims in writing by providing unequivocal supporting documents to that end.No complaints or returns will be considered after this period has elapsed.

In the event that DFC finds in favour of the complaint, DFC will issue a credit note or replacement material (at our discretion).

## **8.Cancellation.**

The Customer may not cancel the contract without written approval from DFC. If approval is given it shall be deemed to be on the condition that the Customer shall indemnify DFC against all loss or damage arising out of such cancellation.

## **9.Limited Warranty and Suitability.**

DFC warrants to the original Customer that the products conform to the certificate of analysis issued upon delivery. DFC makes no warranty, expressed or implied with respect to the product fitness for any particular purpose. DFC will not accept any liability for any consequential loss or damage howsoever arising. The Customer is solely responsible for determining the adequacy and suitability of products purchased for any intended specific purpose or use. The Customer shall be responsible for patent infringements resulting from the use of any product purchased.

## **10.Force Majeure.**

DFC shall not be liable for any delay or failure of the products to perform in the event that the manufacture, supply or the delivery of the goods is prevented or delayed by any act or circumstances beyond DFC's reasonable control including but not limited to an Act of God, legislation, water, fire , drought , failure of power supply , blackout , strike and shortage or failure of supply preventing performance of the contract.

## **11.Confidentiality.**

Both parties shall use reasonable endeavours to keep confidential for a period of 5 years any confidential information provided or disclosed by or on behalf of the other. DFC does not capture or store personal data information, other than information given by visitors to the website. DFC uses this information solely to deliver services or goods. DFC will not supply this information to any third party.

## **12.Governing Law.**

All our contracts shall be governed by English law and by the non exclusive jurisdiction of the English courts.

