

## Definitions

“Us”, “Our(s)”, “RLS” or “We” means R & L Slaughter Ltd.

“You”, “Your(s)” or “Yourself” means you the Purchaser

“Products” or “Services” means the goods supplied by Us

## General

All products and services purchased from R & L Slaughter Ltd. are subject to these terms and conditions as outlined below, unless varied in writing by R & L Slaughter Ltd.

## Misrepresentation Act 1967

Technical Data and Information contained on-line, technical publications or within catalogues are for guidance only and we will not be held responsible for any misinterpretations or mistakes due to such information. R & L Slaughter Ltd. will not be held liable for verbal advice given other than in the case of fraudulent information. The stock-level of any item may vary when the order is allocated as the availability of stock is dependent on demand.

## Acceptance of Order

These conditions shall govern the terms upon which we shall supply the products and if applicable, the Services, so that any conditions contained in or referred to in your purchase order shall not bind R & L Slaughter Ltd. unless we expressly agree in writing to vary these conditions. An order is not accepted until R & L Slaughter Ltd. sends written acknowledgement to the purchaser, or part or all of the products are despatched. R & L Slaughter Ltd. reserves the right to terminate or withdraw any order for whatever reason it sees fit, without explanation to the purchaser.

## Product and Information Alterations

R & L Slaughter Ltd. reserves the right to withdraw or make alterations to its products without notice or liability. We reserve the right to substitute goods within your order with goods of an equivalent nature. If you do not wish to accept the substituted goods then the products must be returned to us within seven days of receipt, in line with our “right to cancel” policy. Some products may require final assembly by the purchaser.

## Returns Policy

No goods may be returned to R & L Slaughter Ltd. without the authorisation of R & L Slaughter Ltd.

Authorisation to return products damaged during delivery must be requested within 3 days of delivery. R & L Slaughter Ltd. has the right to repair and return damaged products.

Authorisation for the return of products which fail to meet current published manufacturer’s specifications must be requested in writing within 28 days of delivery. R & L Slaughter Ltd. will assist customers, at customers’ expense, to obtain any manufacturer’s warranty consistent with that granted to R & L Slaughter Ltd.

Authorisation for the return of products, other than those damaged during delivery, delivered in error or those that do not meet specification, must be requested within 10 days of delivery. Credit (less a handling charge of 15% of the invoice value of all products returned subject to a minimum charge of

£30) will be given for those products authorised for return which are unused and in re-saleable condition other than those in the categories shown:

- open chemicals or diagnostics;
- refrigerated or other perishables;
- items with an expired shelf life or an expiration date too short for resale;
- any article that has been delivered direct by a third party supplier;
- discontinued items;
- items not purchased from R & L Slaughter Ltd.

Authorisation will be subject to the condition that the products are returned to R & L Slaughter Ltd. or to the manufacturer or other source notified by R & L Slaughter Ltd., by registered post if permitted, or via the R & L Slaughter Ltd. van service, for which a handling charge will be made for each line.

Articles that have been delivered on our behalf by a third party supplier will not be accepted back at R & L Slaughter Ltd.

The responsibility for the goods remains with you until they have safely been returned to us. In the unlikely event that a product purchased from us is faulty, we will offer you the choice of a full refund or a replacement. This, however, will only be relevant if the item is returned to us in its original condition and packaging. We will then follow manufacturer's guidelines to assess the product and then contact you with either a replacement item or a full refund.

## Delivery and Risk

Orders can only be taken for delivery to addresses in mainland Britain. Unless otherwise specified delivery shall be deemed to take place when the products are delivered to your premises, or an alternative delivery address as specified by the purchaser. A charge will be made for delivery depending on order value. Any such charge will be detailed at the point of order, although this may be subject to change. Should this delivery cost change the purchaser will be informed in writing before the goods are dispatched. Should the new price be unacceptable to the purchaser, R & L Slaughter Ltd. will accept a written cancellation of the order, with no penalty.

All products despatched by R & L Slaughter Ltd. will be delivered by a method of transport selected by us, in the absence of contrary agreement with the purchaser. Products are at the risk of the purchaser from the time of despatch and the purchaser is fully liable for the invoice value. Claims for incorrect delivery, shortages, damage to goods in transit or other discrepancies must be notified in writing to R & L Slaughter Ltd. within 7 days of delivery. After this time they may not be considered. Claims for non-delivery will also be considered if notified to R & L Slaughter Ltd. within 3 days of the date of despatch shown on the invoice.

R & L Slaughter Ltd. is not liable for any loss or damage to products returned for repair or credit. (Except when R & L Slaughter Ltd. agrees to repair them under warranty and the purchaser sends separate written advice to R & L Slaughter Ltd. at the date of despatch and is not negligent in the packing, addressing or choice of transport for the products returned.) The purchaser agrees to pay for

any loss, or extra cost incurred by R & L Slaughter Ltd. through the purchaser's instructions, or lack of instructions, or through failure, or delay in taking delivery, or through any act or default on the part of the purchaser, its servants, agents or employees.

## Secondary Damage

R & L Slaughter Ltd. is not liable for any damage to property or consequential loss, e.g. loss of product, loss of profit, loss of goods in store which arises by defects or delays in delivery of products irrespective of the cause, including faulty manufacture.

## Disclaimers

R & L Slaughter Ltd. reserves the right to change, modify, remove or substitute without notice any information shown on the web site from time to time. Prices and availability are subject to change. To the extent permitted by law, R & L Slaughter Ltd. shall not be liable for direct, indirect or consequential loss or damage arising out of the services or products sold from or referred to in this web site, or from the use or inability to use any of the information contained or accessed from this web site. R & L Slaughter Ltd. will not be liable for any loss or damage related to any business, such as loss of data, loss of profits, business interruption or any other indirect, special or consequential loss or damage caused to that business. R & L Slaughter Ltd. will not be liable for any delay or failure to perform our respective obligations under this contract due to circumstances beyond our reasonable control. If any of these terms or disclaimers shall be unlawful, void or for any reason unenforceable then that provision shall be deemed severable and shall not affect the validity and enforceability of the remaining provisions.

## Pricing

The price payable by the purchaser is the list price prevailing at the time of despatch less any agreed discount. R & L Slaughter Ltd. is entitled to alter prices and discounts without notice prior to despatch. Unless otherwise agreed in writing, R & L Slaughter Ltd. prices do not include VAT, insurance, carriage, packaging and administration costs which, where applicable will be added to the total amount due.

## Non Account Customers

Payment of the total contract price in British Pound Sterling (plus VAT) is to be made with your order by credit card. Invoices will not be raised prior to the date of delivery. Your order will be confirmed by e-mail and the goods despatched once your credit card payment has been accepted. All transactions are to be paid for in UK Sterling Currency.

## Delivery rates

There is a £7.95 delivery fee within England & Wales for orders under £100.00. Carriage is free for orders £100.00 and over. Hazardous chemicals and consignments of over 25Kg in weight may require a higher delivery fee to be charged. No deliveries are made on Saturday, Sundays or bank Holidays. Deliveries to Isle of Wight, Channel Islands, Isle of Scilly, Isle of Man, Republic of Ireland, Northern Ireland and Scotland are dependant on consignment size and weight - please contact us for a delivery cost.

## Suitability of Products

R & L Slaughter Ltd. makes no representation that any product or service referred to in this web site will be appropriate for use in locations other than those implied. It is the responsibility of the Purchaser to locate, use and maintain equipment in accordance with their responsibilities

## Access to Web Site

There is no charge imposed by us for access to this web site, but you, the user, or the Purchaser must pay the cost of the communications link you use to visit. Access to this web site may be suspended, restricted or terminated at any time, without notice.

## Accuracy of Information

R & L Slaughter Ltd. accepts no responsibility for the information or practices presented in this web site or other information, practices or products of other parties linked to this web site. The Purchaser's dealings with such persons found via this web site are between the Purchaser and such persons, and R & L Slaughter Ltd. will not be liable for any loss or damage arising out of such dealings.

## Restrictions

R & L Slaughter Ltd. will not supply to persons less than 18 years of age. Some products may only be purchased by account holders. Some products may be restricted in availability to certain purchasers.

## Warranty

THIS WARRANTY IS IN ADDITION TO AND DOES NOT AFFECT YOUR STATUTORY RIGHTS.

All our Products are guaranteed for a period of twelve months from the date of delivery against defects in design, materials or workmanship. If there are any such defects then we shall, at our option and expense, repair or replace the defective Products free of charge provided that the Products have not become defective for any other reason, such as accidental damage or a failure to use or install them in accordance with our instructions.

## Terms of Payment

Invoiced prices are strictly net and unless otherwise agreed in writing are payable at the point of order and before the goods are despatched. If, for whatever reason, goods are despatched to the Purchaser before full payment is received, the following conditions apply, without prejudice to any other rights or remedy available to R & L Slaughter Ltd., We are entitled to (a) Cancel the contract or suspend any further deliveries to the Purchaser, (b) charge the Purchaser interest (both before and after any judgement) on the amount unpaid at the rate of 3% per annum above Barclays Bank rate from time to time until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest.)

## Transfer of Ownership

R & L Slaughter Ltd. remains the owner of the products until it receives full payment of the price invoiced. Until such time as ownership in the products passes to the Purchaser, R & L Slaughter Ltd. is entitled at any time to require the Purchaser to return them to R & L Slaughter Ltd. and if the Purchaser defaults, to enter the premises where the products are stored and repossess them. The Purchaser is not entitled to pledge or charge in any way the products which remain owned by R & L Slaughter Ltd. and if the Purchaser does so all monies owing by the Purchaser to R & L Slaughter Ltd. shall immediately become due and payable without prejudice to any other right or remedy of R & L Slaughter Ltd.

## Whole Agreement

No alteration or variation of the Agreement shall have effect unless in writing and signed by the Purchaser and a Director or the Company Secretary on behalf of R & L Slaughter Ltd.

## Force Majeure

We shall make every effort to comply with our obligations but we cannot be held responsible for circumstances which are beyond our reasonable control. If We are unable to perform our obligations by reason of any such force majeure event, then We shall give You notice in writing of the circumstances giving rise to it, and after a period of three months either of us shall have the right to terminate any order by giving notice to the other without any liability except for sums accrued due under the Contract.

## Termination

If either of us shall be in breach of our obligations under the order then the other may by seven days notice in writing terminate the order.

We shall be entitled to terminate the order immediately without notice if you enter into liquidation, receivership, administrative receivership or you make any arrangement or composition with creditors, or if you are an individual, any petition or receiving order in bankruptcy shall be presented or made against you.

If either of us shall terminate the order in accordance with its terms then such termination shall be without prejudice to our respective accrued rights and obligations.

## Assignment

Any order is personal to You and or Your company and may not be assigned or otherwise transferred without Our written consent.

## Governing Law

These terms and conditions shall be governed, construed and shall take effect in accordance with the laws of England, and shall be subject to the non-exclusive jurisdiction of the English Courts.

## Statutory Rights

Nothing in these terms and conditions shall affect the statutory rights of a consumer.