

# GRADKO INTERNATIONAL LTD.

## General Conditions of Sale

**General Terms of Supply:** Unless otherwise specifically agreed upon, these General Conditions of Sale shall apply to and form part of all offers, quotations and agreements whereby Gradko International Ltd ("Gradko"), offers or sells goods to another party ("the Buyer"). The Conditions of Purchase of the Buyer shall not apply, unless Gradko has explicitly agreed in writing that the Conditions of Purchase of the Buyer shall apply to a specific offer, quotation or agreement.

**Confidentiality:** Gradko will hold information supplied by Customers relating to their business and products as confidential and will not disclose this to third parties without their permission.

**Conclusion of Agreement:** Unless otherwise specifically indicated in an offer, offers or quotations from Gradko shall be free of Obligation. Gradko may revoke a written quotation or offer within three working days of receipt of acceptance. All offers or quotations can be revoked even if they contain a date by which they must be accepted. Where no written offer has been made by Gradko, any Order from the Buyer shall only be binding on Gradko after it has been confirmed in writing by Gradko.

**Order Confirmations:** Faxed orders which are also confirmed by post, must be clearly marked "CONFIRMATION ONLY" to avoid duplication. Where "CONFIRMATION" is not stated and the order then duplicated, a re-stocking fee will be incurred, where Gradko is prepared to accept the return.

**Prices:** The Buyer shall pay to Gradko the following: the prices for the goods and/or services supplied to the Buyer and any associated handling, packing and shipping charges. Such prices for goods and services will be those notified to the Buyer in advance by Gradko. All prices are exclusive of VAT, which will be added at the appropriate current rate at the point of invoicing. Prices are subject to change without notice. Prices charged will be those ruling on the date of despatch. Written quotations will have a period of validity stated. Loss, by customers, of Hired Goods and VOC tubes will incur an additional fee.

**Minimum Order:** Orders are subject to a Minimum Goods Value per shipment of £50 Sterling, \$75 USD or €75 before Packing, Carriage and VAT. **Hired Goods:** VOC tubes are hired out for 56 days and DIF Pumps for 21 days. Longer periods of hire will incur additional charges. Soil Probes hire periods are negotiated per Order.

**Delivery:** Delivery Dates for Goods or Services shall never be regarded as the essence of contract, and Dates are not accepted as a strict deadline. Where practicable delivery shall be made in the manner and carrier agreed with the Buyer unless, in the judgement of Gradko, the requested method of delivery is unsuitable. Although Gradko will use its best endeavours to deliver by the requested delivery date, it shall not be liable in any way for any losses or costs so incurred by the Buyer, or any Penalty Costs, due to late deliveries. The risk of loss, damage or destruction to products supplied shall transfer to the Buyer when they reach the agreed point of delivery and then shall remain vested in the buyer.

**Delivery Conditions:** All orders shipped by Gradko to Buyers are shipped under the incoterm DAP and the Buyer is responsible for arrangement and payment of any fees including but not limited to import duties and VAT. The incoterm DAP shall be used by the Buyer when returning goods for analysis and Gradko will accept charges limited to clearance, import duty and VAT only. Any variation to this must be agreed in writing.

**Cancellation:** Contracts and Orders may only be cancelled with the express permission of Gradko. Where costs have been incurred on behalf of the Contract, Gradko reserves the right to charge these to the Buyer, together with any cancellation costs incurred by cancelling Orders placed with suppliers.

**Goods Damaged in Transit:** Transit damage must be reported to Gradko, in writing, within three days of receipt of the Goods. The original packing and Carrier Details must be retained for our Inspection.

**Technical Information:** Technical Information related to the use of particular products and their applications given by Gradko is for general guidance only and is given in good faith based on published or advised external information. Gradko will not accept responsibility for any malfunction, loss, consequential loss or damage so caused. Buyers must satisfy themselves as to the suitability or otherwise of our products for their application. For Air Samplers, Buyers should adjust their sampling procedures to the specific site conditions to ensure that the desired results are obtained.

**Liability:** Liability is not accepted for any delays, loss, damage or injury arising from the use, or inability to use, any Goods supplied by the Gradko. Gradko's liability extends only to the replacement, (or refund, at Gradko's sole discretion) of any Goods agreed as being faulty. Determination of the suitability of Gradko's goods or services for the specific use contemplated by the Buyer is the sole responsibility of the Buyer, and Gradko shall have no responsibility or liability in connection therewith. Where Gradko provides a product that requires special handling to avoid injury, then safe-handling instructions will be provided with the product. It shall then be the Buyer's responsibility to warn and protect its employees and others exposed to such risk during the storage and use of the product. The Buyer assumes all risk and liability for loss, loss of time, damage or injuries to persons or to property of the Buyer and others arising out of the presence or use of Gradko products, except such statutory liability as may be provided for in English Law.

The Buyer shall have no remedy against Gradko unless written notice of any non-conformity or breach is given to Gradko within thirty days of receipt of the goods or service by the Buyer or his agent. Defects in the products or services supplied, notified in writing within the said period shall be rectified by Gradko by either repair, replacement and/or refund of any purchase price paid, at Gradko's discretion. Under no circumstance shall Gradko be liable for damage consisting of loss of earnings, reduced revenues or any indirect or consequential damages. Gradko's liability shall furthermore be limited to the net invoice value, (being the gross invoice value less VAT), for the delivery or product or service with which the damage is connected. The Buyer shall indemnify Gradko against any claim on whatever grounds from third parties which claim to have suffered from a product or service that Gradko has supplied to the Buyer, or on the Buyer's behalf, except where the Buyer demonstrates that Gradko, by virtue of the agreement or contract and the present General Conditions of Sale is liable for this damage to the Buyer and must make recompense to the Buyer.

Under no circumstances shall any claim or suit be brought against Gradko after the expiration of one year from the date of receipt of the product or service by the Buyer or his agent.

**Quality Assurance:** All Goods are manufactured and stored in accordance with the requirements of our Documented Quality Management System. All batches have a unique Lot Number for traceability. This Lot Number must be quoted, together with the Delivery Note Number, if Goods are returned for any reason.

Service / Analysis queries must be accompanied by appropriate Report Number, Customer Account Number and Customer Purchase Order Number.

**Warranty:** Gradko warrants that all products manufactured by Gradko and any analytical services provided by Gradko and delivered to the Buyer shall conform to Gradko's specifications and Quality Assurance System, or to such specifications or standards claimed by Gradko when the product or service is sold. This warranty is in lieu of any other warranty expressed or implied. Gradko makes no warranties for goods or services not manufactured or performed by Gradko, except where any statutory rights are provided for by English Law. Warranty periods commence with delivery to the Buyer or his agent, NOT when the goods are put into service. However, Gradko will use its best endeavours to ensure goods are of the highest quality. New Systems are guaranteed for 12 months. Re-conditioned Systems are guaranteed for 6 months. Consumables are guaranteed to be of merchantable quality at the time of sale.

**Circumstances Beyond Control:** Whole or partial non-compliance, (including, but not limited to, failure of or delay in delivery or non-conformity of the product or service), shall not be attributable to Gradko if it is caused or results from any cause beyond Gradko's reasonable control, including, but not limited to, war or similar situations, acts of terrorism, revolt, sabotage, boycott, strikes, blockades, or any other labour conflict, shortage of raw materials or additives, failure of, shortage of or damage to machines and/or means of storage or transportation, government measures (including foreign governments), such as prohibitions on transport, import, export or production, the non-obtaining of required licences or permits, natural disasters, fire, explosion, flood, emission of dangerous substances or gases.

**Reporting confidentiality:** Reports will only be emailed to the Primary Contact given to Gradko at the point of receiving the order and/or the named email on the exposure sheet. If this needs to be changed at any time, Gradko will require written authorisation.

### Payment Terms

**Payment:** Unless otherwise agreed, and without prejudice to the right to demand advance payment if Gradko considers grounds exist for this, payment shall be made within 30 days of the date of invoice, except where specifically agreed to by Gradko in writing. Gradko is entitled to make partial deliveries and invoice them separately.

**Overdue Accounts:** In the event of failure to make prompt payment, the Buyer shall be in default, without any proof of default or summons being required, and shall immediately be liable for interest charges of 1.25% per month, or, if higher, the statutory rate, on the amounts outstanding. Part of a month is considered a full month in the context of interest charges. All costs, both administrative, extra-judicial and judicial (including the costs of legal services), incurred by Gradko in enforcing its rights against the Buyer, shall be for the Buyer's account. The administrative and extra judicial costs shall be at a minimum of 10% of the amount owed.

**Retention of Title:** All Goods and Services remain the Property of Gradko until full payment has been received. Risk in the goods passes to the Buyer upon delivery to the Buyer's site or Agents. The Buyer shall remain a bailee only of the Goods until full payment is made. Where the Goods are hired or loaned to the Buyer, then risk in the goods remains with the Buyer or his Agent until the goods are received and signed for by Gradko or Gradko's Agent.

**Disputed Accounts:** Any dispute regarding an Account must be notified, in writing, to Gradko within fourteen days of the Invoice Date, beyond this period the invoice will be considered as valid and binding on the Buyer.

**Law of Contract:** These Terms and Conditions of Sale together with any Contract with the Buyer, shall at all times be governed by English Law. No statutory rights shall be deemed to be affected by anything contained within these General Conditions of Sale. Any disputes arising shall be only resolved by English Law as applied in the English Courts.

**Pricing:** When Gradko issues an invoice, we expect to receive the full amount stated on the invoice without deductions. Where a customer requires a withholding tax to be included in the invoiced amount, we can quote inclusive of this tax.