

## **CRAWFORD SCIENTIFIC LIMITED**

### **SERVICE LEVEL AGREEMENT**

**Revised December 2008**



## **Service Level Agreement**

This Service Level Agreement covers the following terms and conditions:

1. The Contract
2. Pricing
3. Payment Terms
4. Delivery of Goods
5. Conditions, Warranties and Sellers Liabilities
6. Purchaser's Duty to Take Care
7. Patents, Designs and Technical Information
8. Passing of Risk and Property
9. Termination
10. Legal

<b>Terms and Conditions</b>
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1. The Contract

The only terms and conditions of contract between Crawford Scientific Limited ("The seller") and the Purchaser shall be those set out below unless other terms are expressly accepted in writing with an authorised employee of the seller.

2. Pricing

- i. All goods will be supplied at the price and the vat rate applicable.
- ii. All prices shown on site are net of tax and carriage and the seller has the right to amend these prices at its discretion.
- iii. Quotes expressed to be at a fixed price remain open for acceptance by the purchaser within the period stated on the quotation, if no period stated then they are void after **30 days** of the date on the quote irrespective of the date purchaser received the quote.
- iv. The seller reserves the right to make an additional cost on special shipments or weights, this will be advised prior to despatch.

3. Payment Terms

- i. For all sales in the UK payment of the full price (including VAT) and any additional carriage charged, must be made within 30 days of date of Invoice. Thereafter the seller shall be entitled to recover 2% above the base rate of Bank of England ruling at the date the purchase price is due.
- ii. For all sales outside the UK the purchaser shall pay by credit/debit card, unless other agreements are agreed in writing by the seller.

4. Delivery of Goods

- i. The seller undertakes to deliver by specified delivery dates. However in all cases delivery dates are estimated if not in stock and without any commitment or obligation on the part of the seller. The purchaser shall not be entitled to cancel any order or refuse payment should delivery be made after the specific delivery date.
- ii. Unless otherwise agreed by the seller orders with delivery within UK will be at the purchasers cost by whatever means the seller deems appropriate. The packaging and Insurance costs will be charged in addition to the price quoted for the goods.



- iii. Unless otherwise specified on all orders for delivery outside the UK, the costs of cases and containers, dock and airport costs, port and customs entry, freight, insurance if any will be chargeable to the purchaser. The purchaser shall be responsible for complying with any legislation or regulations governing the importation of the goods into the country of destination and for the payment of any duties thereon. The seller shall be entitled to make delivery of goods and instalments if required and will require to pay for any instalment in addition to goods. If the purchaser fails to accept delivery within **14 days** of receipt of notice in writing that the goods are ready for delivery the purchaser shall be liable for all the sellers storage costs and additional carriage costs to the seller shall be entitled without prejudice to its other rights to resell or otherwise dispose of the goods.
- iv. Claims for shortages or damage to goods before risk passes must be made in writing within **14 days** of receipt failing which proper delivery shall be conclusively presumed to have been made.
- v. Where the goods are returned for any reason other than (iv) above the seller reserves the right to make a charge against the purchaser of **20%** re-stock charge, we also reserve the right to refuse return of said goods if any other reason other than (iv).
- vi. The seller reserves the right to designate minimum order quantities and/or minimum handling charges for its products.

## 5. Conditions, Warranties and Sellers Liabilities

- i. Subject to fair wear and tear, and the due observance of any installation, user, storage, operating or maintenance instructions the seller undertakes to replace or at its option repair free of charge to the purchaser any goods, which the purchaser can establish are defective by reason of defective workmanship or materials and which are returned to the seller within **12 months** of the date of receipt by the Purchaser.
- ii. No warranty is given that the goods are suitable for any particular or special purposes or for use in connection with any equipment unless expressly given in writing by the seller.
- iii. To the fullest extent permitted by law, the seller hereby excludes liability in tort to the purchaser or to any third party. The purchaser hereby represents that it is a competent user of the class of goods supplied hereunder, that it has satisfied or is able to satisfy itself that the goods are safe to use, and that it will institute a safe system of working for the use of goods. The purchaser shall indemnify the seller against any claim by a third party that the third party (or any fourth party on whose behalf the third party is acting) has suffered any loss, damage, personal injury or death by reason of or resulting

from any negligence by the seller or any defect in the design, specification or manufacture of the goods.

- iv. The seller shall not be liable for any loss of profit or other financial or consequential loss whenever and however caused arising in respect of goods supplied by the seller. Subject to (iii) above, the seller's liability for any loss or damage to property whatsoever shall be limited to the payment by the seller of a sum not exceeding £5000.00 or twice the price of the goods in respect of which liability arose, whichever shall be the greater. This limitation of the seller's liability shall arise from breach of this contract or from any breach of any condition or warranty implied by law or custom, or from misrepresentation by or the negligence of the seller, its employee's or agents.

## 6. Purchaser's Duty to Take Care

- i. The purchaser agrees that it should take all reasonable steps to eliminate or reduce risk to health and safety to which use of the goods may give rise and acknowledges that where the goods are manufactured to a design supplied by the purchaser, the seller will not undertake any research as to the risks to health and safety which may arise from use or storage of the goods.
- ii. The purchaser shall indemnify the seller against any claim, proceedings, costs, loss, damage or liability suffered by the seller as a result of failure by the purchaser, or any other person in control of the goods, to take such steps or ensure compliance with the duties referred to in (i) above.

## 7. Patents, Designs and Technical Information

- i. The purchaser shall not use or deal with the goods or the seller's literature, brochures, leaflets or lists so as to infringe, interfere with or weaken any rights of the seller or of any manufacturer of the goods under or in any respect of any patents, processes, proprietary information, trademarks, registered designs, logo's artwork or copyright for or in connection with the goods. The seller shall have no liability for the infringement of any rights of any third party arising from the use of the goods in combination with other goods, trademarks or processes not supplied by the seller.
- ii. Where the goods are manufactured to the design or specification of the purchaser, the purchaser warrants that such a design or specification does not infringe the rights of any third party.

8. Passing of Risk and Property

- i. The risk in the goods shall pass:
  - Where the seller undertakes delivery of the goods to the purchasers premises, at the time of delivery.
  - On orders for delivery outside the UK on delivery FOB to the port or airport notified hereunder
  - In all other cases on delivery to a carrier at the sellers works
- ii. The goods shall remain the property of the seller until the price has been fully paid and the seller shall be entitled to recover the goods at any time until property has passed. Until property passes the purchaser shall take all reasonable steps to keep the goods separately identifiable from other property, but shall not be prohibited from using such goods.

9. Termination

- i. The seller shall have the right, without prejudice to its other rights, to cancel or suspend the performance of the contract or any part thereof should the purchaser be in default of its obligations under the contract or should there be any amounts due and unpaid by the purchaser to the seller whether in respect of the purchasers obligations under the contract or in any other contract.
- ii. If the seller at any time is unable to perform its obligations for any circumstances beyond its control (as hereinafter defined) it shall be entitled, on notice to the purchaser given within a reasonable time, either to terminate or suspend the contract or any part of it without incurring any liability whatsoever to the purchaser. Without limitation, circumstances beyond the sellers control shall include, war, strikes, lockouts, labour disputes, force major breakdown or interruption of or disruption in supplies, transport and all other occurrences or circumstances which prevent, hinder or delay the sellers performance of the contract.

10. Legal

This contract shall be governed by Scots Law and the purchaser submits to the jurisdiction of the Scottish Courts.

Crawford Scientific Limited reserves the right to amend this policy.