



BigDipper Technochem Institute

## <Terms and Conditions of Trade>

Revision:2005-03-24

### 1 Acceptance

These conditions shall form part of every contract of sale entered into us unless excluded or varied with our written consent.

### 2 Price and charges

Prices of goods, both quoted and printed are ex-works and exclusive of packing, freight, postage, insurance, port rates offloading and installation and other costs unless expressly specified to the contrary. Installation and commissioning will be quoted only against the specific request of the customer. Cases, containers, bottles, packages and packing materials are chargeable and not returnable. All prices and charges are subject to revision at any time in the event of any increase in costs caused by circumstances beyond our control and we reserve the right to revise prices and charges for goods affected by the increase and remaining to be dispatched. No introductory or other commission or discount will accrue to trade houses or other companies without prior written consent.

### 3 Quotations and invoices

We reserve the right to amend any accidental errors and omissions in quotations and invoices. Subject to the provisions of Clause 2 above quoted prices will be held firm for 30 days. Any complaint by the customer relating to an invoice must be notified by the customer in writing within 14 days of the date of invoice.

### 4 Orders

When orders are placed, all relevant information must be given regarding delivery address, import licences (if applicable), shipping marks and instructions as to route and preferred method of despatch. No order shall be binding on us whether or not based upon quotation unless accepted by us in writing.

### 5 Delivery

Whilst every effort will be made to adhere to delivery dates, we shall have no liability for delay in deliveries however caused or for non-delivery caused by circumstances beyond our control.

### 6 Shortages or errors

No claims can be entertained for shortages or errors unless notified in writing by the customer within 3 days of receipt of the goods.

### 7 Amendments or cancellation

If customer shall desire to cancel a contract he shall be liable to pay our full charges for all work carried out by us, for us or for which we are liable to our subcontractors at the date such desire to cancel is communicated to us in writing. Amendments to an order can only be accepted by agreement.

### 8 Responsibility

We will repair or replace any goods or parts thereof manufactured by ourselves in respect of which defects arising solely from faulty materials or workmanship are notified to us in writing within 6 months of the date of despatch from our warehouse, provided:

- a) that the goods shall have been used at all times for the purpose for which they were designed and in accordance with any instructions given by us in respect of them and that we are not liable for defects attributable to accident, neglect, misuse and/or incorrect, faulty or negligent installation
- b) that notice shall be given to us within 7 days of the defects becoming apparent and
- c) that, where appropriate, the defective goods are returned to us at the customer's expense

In respect of goods or parts thereof not manufactured by ourselves, the total extent of our liability will be to pass on to the customers the benefit of any guarantee or warranty received by us from the manufacturer in so far as such guarantee or warranty shall be capable of assignment. Any other conditions or warranties whether expressed or implied by statute or otherwise are excluded in so far as such exclusion does not conflict with the international usage, as amended.

### 9 Repairs

We are not responsible for damage to articles sent to us for repair or examination, nor for incidental damage to glass apparatus and delicate instruments in the course of repair. Time involved in the preliminary examination of an article may be charged in the event of no repair being ordered. Goods returned for repair should be sent carriage paid and be clearly labelled with the sender's name and address; at the same time a letter should be sent detailing the work required.

### 10 Insurance

Where goods are insured by us at our discretion or at customer's request, charges will be made on the invoice. Our liability under the insurance shall be limited to the amount received by us or the value of the goods, whichever is the less, from which deduction may be made for expenses. We shall be under no liability to take proceedings for recovery

of loss or damage.

### **11 Expenses on Designing for User Application**

We reserve the right to charge for the designing work prepared in the execution of orders. All such drawings remain our property.

### **12 Illustration and specifications**

Catalogue and other illustrations and specifications are subject to alteration without notice. They are not binding and are only intended to represent generally the type of goods offered as, owing to improvement and change of design and manufacture, equipment may not conform to them in detail. Names, addresses and trade marks on illustrations indicate ownership of the artwork.

### **13 Copyright**

The entire contents and arrangements of all catalogues and other literature published by us are protected by copyright and may not be reproduced or used, wholly or in part, without our written permission.

### **14 Ownership of goods**

The goods shall remain the property of the seller until the price has been discharged in full. The full purchase price shall not be treated as discharged until cleared funds have been received by the seller in its appointed bank or at such other place as it shall direct. The risk in the goods shall pass on delivery to the purchaser or carrier whichever is earlier.

### **15 Damage or loss in transit**

We accept no liability for damage or loss in transit unless:

- a) the customer gives notice to the carrier and ourselves within 3 working days of receipt
- b) in the event of a whole consignment failing to arrive, the customer gives notice in writing to us within 7 days after the expected date of arrival.

### **16 Terms of payment**

Customers outside the P.R. China: payment shall be made by cash against documents in China covered by a confirmed irrevocable letter of credit unless otherwise arranged

### **17 Late payment**

- a) Monies outstanding beyond our normal payment terms may be passed out of hand to a Collection Agency and will be subject to a surcharge to cover the cost incurred. Such accounts will also be subject to any other costs incurred in obtaining settlement.
- b) Due to high interest charges, a credit charge of 4% above China bank base interest rate will be made on any invoice amount not paid by the due date. We reserve the right to vary the rate of interest charged.

### **18 Insolvency**

If the customer ceases to pay its debts in the ordinary course of business or cannot pay its debts as they become due or being a company is deemed to be unable to pay its debts or has a winding up petition issued against it or being a person commits an act of bankruptcy or has a bankruptcy petition issued against him, we, without prejudice to other remedies shall

- 1) have the right not to proceed further with the contract or any other work and be entitled to charge for work already carried out (whether completed or not) and materials purchased for the customer, such charge to be an immediate debt due to him and
- 2) in respect of all unpaid debts due from the customer have a general lien on all goods and property in his possession (whether worked on or not) and shall be entitled on the expiration of 14 days notice to dispose of such goods or property in such manner and such price as he thinks fit and to apply the proceeds towards such debts.

### **19 Jurisdiction**

Except where otherwise stipulated in writing the relations, arrangements and agreements between the parties shall be governed by the Laws of International Trade and all disputes which may arise under, out of, or in connection with, or relating to this contract shall be submitted to the court in Beijing, P.R.China in accordance with its Rules for the time being in force. Service of any notices in the course of such arbitration to the addresses of the parties as given in the Contract shall be valid and sufficient.

### **BigDipper Technochem Institute, Beijing, China**

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