

TERMS AND CONDITIONS AND CONFIDENTIALITY STATEMENT

1. DEFINITIONS

In these Terms and Conditions the following words and expressions shall have the meanings given to them below, unless the context otherwise requires:

"JHL"	Shall mean James Hutton Limited.
"The Customer"	Shall mean the person/company that will be purchasing the goods/services.
"The Contract"	In the case of Provision of Services: The contract between JHL and the Customer incorporating these Terms and Conditions, the Scope of Work and the Pricing Schedule. In the case of Sale of Goods: The contract between JHL and the Customer incorporating these Terms and Conditions, the Customer's order, JHL's acceptance of the order and the invoice.

2. CONDITIONS

- 2.1 JHL shall sell and the Customer shall purchase the goods/services which JHL is to supply in accordance with any written quotation of JHL which is accepted by the Customer, or any written order of the Customer which is accepted by JHL, subject in either case to these Terms and Conditions which shall govern the contract to the exclusion of any and all other terms and conditions subject to which any such quotation is accepted or purported to be accepted or any such order is made or purported to be made by the Customer over which these conditions shall prevail.
- 2.2 In the case of the purchase of goods acceptance of delivery of the goods is conclusive evidence of the customer's acceptance of the goods.
- 2.3 Any variation to these Terms and Conditions must be agreed in writing by JHL. In these conditions "in writing" includes electronic correspondence (including but not limited to correspondence by electronic mail)

3. PRICE and PAYMENT

- 3.1 In the case of the provision of services the price shall be fully inclusive of carrying out the services as stated in the Scope of Work. In the case of sale of goods the price shall be fully inclusive of goods as per the Customer's order.
- 3.2 All prices shall be strictly net of VAT. Where applicable, VAT will be payable.
- 3.3 A minimum charge of £100.00 plus VAT applies to any work assignment irrespective of unit value to cover administration, handling and sample disposal costs.
- 3.4 In the case of provision of services payment will be made in accordance with the payment/invoice schedule and unless otherwise stated in the payment schedule JHL shall receive payment by Bank Automated Clearing System (BACS).
- 3.5 All invoices shall be paid within 30 days of receipt.

4. THE GOODS/SERVICE

- 4.1 The quantity and description of goods will be as set out in the customer's purchase order.
- 4.2 The service will be provided as set out in the Scope of Work

5. DELIVERY OF GOODS/SERVICE

The service will be delivered as set out in the Scope of Work. Delivery dates are promises given in good faith by JHL to indicate estimated delivery times but shall not amount to any contractual obligation to deliver at the time stated. No liability for direct or consequential loss or damage arising from delay in delivery will be accepted by JHL.

6. TITLE OF GOODS

- 6.1 The ownership of and property in the goods shall remain with JHL until payment in full for all the goods has been received by JHL although the risk therein passes to the Customer at the point when delivery is made. If all or any part of such payment is overdue or if the Customer is or becomes insolvent or a receiver is appointed JHL may without prejudice to any other rights recover and/or repossess the goods or any of them and for the purpose of such recovery of possession JHL may enter upon any premises where the goods are or thought to be.

7. SUBCONTRACTORS

JHL will not sub-contract the work or any part thereof without the prior consent of the Customer.

8. GUARANTEE

- 8.1 Where the goods have been delivered to the Customer and are found to be defective, JHL shall at their own discretion, replace defective goods free of charge subject to the Customer notifying JHL within five days of the defect becoming apparent but within one month of delivery.
- 8.2 In the case of the goods being defective and not being of JHL's manufacture JHL will pass on to the Customer any benefits obtainable under any warranty given by JHL's supplier in substitution for all rights which the Customer might otherwise have.
- 8.3 JHL shall use all reasonable endeavours to rectify at its own expense, within one month of the date of the service being provided, any defect in the services provided which is notified.

9. INTELLECTUAL PROPERTY RIGHTS

Where the carrying out of the service results in, or materially contributes to the creation of Intellectual Property JHL shall retain all rights to this Intellectual Property. In the absence of a specific agreement on exploitation of Intellectual Property JHL shall receive all exploitation profits.

10. INDEMNITY

- 10.1 The Customer shall indemnify JHL against all claims, damages, costs and expenses for which JHL may become liable through executing any order in accordance with the specifications of the Customer and which may involve the infringement of any patent, copyright, registered design, design right or other intellectual property right.
- 10.2 Save as specified above JHL shall have no liability whatsoever to the Customer arising out of or in connection with the sale or supply of the Goods/Services by JHL to the Customer whether direct, indirect, consequential or any other type of loss and whether the same shall have been caused by the negligence or misrepresentation of JHL or by any breach or non-performance by JHL of the contract with the Customer and conditions, warranties or other terms that are expressed or implied by law or otherwise inconsistent with this condition are hereby excluded, provided always that nothing in these conditions shall exclude the liability of JHL for death or personal injury caused by its negligence.

11. FORCE MAJEURE

JHL shall have no liability to the Customer for any delay or failure in performance to the extent that any such delay arises from causes reasonably beyond the control of JHL including, but not limited to, fire, floods, act of God, acts or regulations of any government or supra-national authority, war, riot, strike, lock-outs and industrial disputes.

12. SEVERANCE

If any condition, clause or provision of the Contract not being of a fundamental nature is held to be unlawful or unenforceable by a court in any proceedings relating to the Contract, the validity or enforceability of the remainder of the Contract shall not be affected thereby.

13. GOVERNING LAW AND JURISDICTION

The contract between JHL and the Customer shall be governed by and construed in accordance with Scottish law and both parties shall submit to the exclusive jurisdiction of the Scottish courts.

14. CONFIDENTIALITY STATEMENT COVERING THE PROVISION OF ANALYTICAL SERVICES

- 14.1 JHL (and its affiliates) undertakes and warrants to use customer information solely for the purpose of providing the services in accordance with agreements (formal quotations/purchase orders) and not, without express and prior written consent of customer, disclose proprietary customer information to any third party. This includes all sampling and sample data, process data and proprietary product data provided in the course of dealing with analytical assignments and reported analytical data, interpretations, judgements and recommendations (if required as part of the assignment)
- 14.2 Furthermore, save for analytical methods and procedures which are already in the public domain or based on formally published standard methods, all information on JHL (James Hutton Institute in-house developed methods and procedures, given in the course of providing the analytical services, shall remain the intellectual property of JHL/James Hutton Institute and shall not be disclosed to any third party. This does not include methods and procedures specifically developed at the request of the Customer for which a fee has been paid to JHL.
- 14.3 At the request and option of Customer, JHL shall either destroy or return promptly to Customer, or its nominee, all records containing Customer information which are in the possession of JHL, otherwise such information will be safely and confidentially kept on file.
- 14.4 JHL and its (James Hutton Institute) personnel shall not mention or use Client's name, Customer's trademarks or refer to the existence of any Agreements and the activities carried out under such Agreements in any publicity material, or other communications to third parties, without Customer's prior written consent.