

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

14.1 Subject to Clause 14.2 below, each Party undertakes at all times to keep confidential and not to disclose to any third parties without the other Party's prior written consent any Confidential Information belonging to the other. Each Party shall procure that its employees, agents and contractors involved in carrying out the obligations hereunder shall keep confidential all Confidential Information belonging to the other Party.

14.2 Nothing contained in this Clause 14 shall prevent either Party from disclosing any Confidential Information:

14.2.1 that is in the possession of the receiving Party prior to its disclosure, providing that the receiving Party can prove such prior possession by way of written evidence to the reasonable satisfaction of the disclosing Party; or

14.2.2 which is or comes into the public domain other than by breach of this Contract; or

14.2.3 which is after the date of disclosure received in good faith from an independent third party otherwise than in circumstances where the third party is subject to other obligations of confidentiality in respect of such information; or

14.2.4 which requires (or which the receiving Party considers is required) to be disclosed by operation of law or government direction provided that, in the case of any disclosure under the Freedom of Information (Scotland) Act 2002 or the Environmental Information (Scotland) Regulations 2004 ("FOI Legislation") the receiving Party, acting reasonably, considers that none of the exemptions to the FOI Legislation apply to the information disclosed.

14.3 In the event the Customer requests that all data and records, which it has provided to JHL, be destroyed on termination of the Contract, any copies of that data and those records maintained by JHL as computer backups will be exempted from this request. JHL shall not restore such copies without written permission from the Customer.