

**QUOTATION:  
QLS-47020**

**To:**  
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**Date:** 25/02/20

**Quote Ref:**  
QLS-47020

**Quote Contact:**  
Abram Botros

Item	Code	Description	Qty	Unit Price	Value
	101529	LinLab II and Product Manuals USB	1.00	€0.00	€0.00
		USB stick containing product manuals for Scientifica products, and drivers/software download for LinLab II software.			
	-	Patchstar Micromanipulator	1.00	€4,056.00	€4,056.00
	-				

Item Total EUR 4,056.00  
**Grand Total EUR 4,056.00**

**MINIMUM ORDER VALUE of €200 (excluding shipping)**

**Lead times:**

Typical dispatch time for the following systems are:

- PatchStar & SciCam Pro = 3 - 4 weeks
- Electrophysiology = 8 – 10 weeks
- Multiphoton = 16 -18 weeks
- LASU = 16 -18 weeks
- Hyperscope = 16 -18 weeks
- FLIM = 22 – 24 weeks

Please note these communicated lead-times are only valid at point of quotation and maybe subject to change, based on configuration. The lead-time duration is from point of receipt of acceptable Letter of Credit or advance payment, to point of delivery to the place of installation.

**Shipping Method:**

If no other terms are agreed products are shipped on a DAP (Deliver at Place) basis. Seller pays for carriage to the named place, except for costs related to import clearance. Additional local taxes and charges will be the responsibility of the Purchaser and may be payable upon delivery.

**Order Terms:**

If you are purchasing an anti-vibration table please note terms and conditions 5.9. If you are purchasing a Multiphoton Imaging System please note terms and conditions section 9.3. Please mention the quotation number on any purchase orders. Prices are subject to our standard terms and conditions. Prices are valid for 30 days from the date of quotation and exclude any legalisation costs. Delivery charge may be subject to change.

The price listed is based on current charges but we reserve the right to change this if costs change significantly. Payment is required within 30 days of invoice.

Please note that for new customer's payment in advance will be required. If payment is requested by letter of credit there will be an administration charge added to your final invoice. Please see terms and conditions 4.1.

Please mention the quotation number on any purchase orders

In an attempt to reduce your, and our banking charges we request that all payments are made electronically – If this is not possible then an additional charge will be added to cover the costs of processing paper Checks. This will be charged at £70 per check.

If credit card is used as a means of payment, then a charge of 3% of the order total will be made.

**Please note:**

For all systems requiring installation by Scientifica – additional Terms of Sale are detailed on the last page of this quotation.

\*Any purchase order for systems requiring installation by Scientifica will only be considered accepted by Scientifica (with regards to lead-times) upon receipt at Scientifica of a completed pre-installation questionnaire (to be completed by the customer or end-user of the system). The questionnaire will be provided to you upon receipt of a purchase order, or if preferred, can be provided by your Scientifica representative in advance upon request.

**SCIENTIFICA LTD**  
**TERMS AND CONDITIONS OF QUOTATION AND SALE FOR GOODS**

**DEFINITIONS**

- 1.1 'Buyer' means the person, firm or company placing an order with the Seller.
- 1.2 'Seller' means Scientifica Ltd.
- 1.3 'Goods' means all goods and materials which are the subject of the Buyer's order or which are supplied to the Buyer by the Seller under these Conditions of Sale.
- 1.4 'Contract' means the contract formed by the Seller's acceptance of the Buyer's order.

**FORMATION OF THE CONTRACT**

- 2.1 There shall be no binding agreement between the Seller and the Buyer until the Seller receives a valid order from the Buyer and the Seller accepts the order in writing.
- 2.2 All orders are accepted subject to the Seller's Conditions of Sale. No terms or conditions put forward by the Buyer shall be binding on the Seller unless agreed separately in writing by the Managing Director of Scientifica Ltd.
- 2.3 The Buyer agrees that these Conditions of Sale constitute the entire understanding between the parties hereto and there are no representations, warranties, conditions and terms or obligations whether written or oral, express or implied by custom or otherwise other than those contained herein.

**PRICES**

- 3 Unless otherwise expressly agreed to the contrary, the goods shall be sold and invoiced at the Seller's standard prices in effect at the time of shipment of the Goods, excluding Value Added Tax.

**PAYMENTS**

- 4.1 Time of payment is of the essence of every Contract. Unless otherwise expressly agreed in writing by the Seller, payment shall be made in the currency listed on the Seller's quotation on the dates specified within thirty days of the Seller's invoice. In the case of new customers, however, payment in advance will be required. If payment is requested by letter of credit there will be an administration charge added to your final invoice.
- 4.2 Without prejudice to the Seller's other rights, including the right in any event to sue for the price immediately payment becomes due, whether or not property in the Goods has passed, the Seller reserves the right to charge interest to be added to the amount of any delayed payment at the annual rate of two per cent (2%) above the base rate of the Lloyds TSB PLC from time to time in force to be prorated on a day to day basis until the receipt of payment in full.
- 4.3 The Buyer shall not be entitled to withhold payment of any amount due under the Contract in respect of any disputed claim for damage to the goods or in respect of any other alleged breach of contract by the Seller, nor shall the Buyer be entitled to set-off any moneys for which the Seller disputes liability against any amount due or payable by the Buyer under the contract.
- 4.4 The Seller shall be entitled to cancel the Contract if the Buyer shall suffer any distress or execution to be levied on its goods or if it makes any arrangement with its creditor or enters into liquidation, whether compulsory or voluntary, except for the purpose of amalgamation or reconstruction or has a receiver appointed of any of its property or assets, or if the Buyer being an individual shall commit an act of bankruptcy or have a receiving order made against them.
- 4.5 If any payment is not paid when due, the Seller shall be entitled to suspend any further deliveries under this, or any other Contract with the Buyer and to cancel his Contract in whole or in part without prejudice to its other rights and without incurring any liability to the Buyer.

**DELIVERY**

- 5.1 Delivery dates are for guidance only and whilst the Seller will use its best endeavours to avoid delay, time shall not be of the essence in this agreement and shall not be liable to any late or cancellation penalties.
- 5.2 The Seller shall not be liable to the Buyer for any loss or damage, whether direct, indirect or consequential, if it is delayed or prevented from delivering the Goods or otherwise performing its contractual obligations due to force majeure, Act of God, natural disasters, fire, flood, explosion or earthquake, serious accidents, prohibition or limitation of exports or imports, any act of government, war, insurrections, riots, strikes or labour disturbances (whether at the Seller's works or elsewhere), shortages of materials or any other cause or event whatsoever beyond the reasonable control of the Seller.
- 5.3 In the event of the occurrence of any of the causes or events mentioned in Clause 5.2 above, the Seller may at its option either suspend performance or cancel the Contract or so much of it as remains unperformed without liability for loss and without prejudice to the Seller's rights to receive payment of the price of all Goods previously delivered or work already done.
- 5.4 The Seller may make delivery by instalments constituting separate contracts unless otherwise agreed and the Seller may issue separate invoices accordingly. Failure by the Buyer to accept or pay for any instalment may be treated by the Seller as a repudiation of the Contract.
- 5.5 Unless otherwise specified in the Seller's quotation or Acceptance of Order, the Seller shall arrange delivery of the Goods to the Buyer's premises or any other delivery point indicated in the Contract, and shall insure the Goods to the point of Delivery.
- 5.6 If Goods are delivered in accordance with Clause 5.5 above, the Buyer will be responsible for, and at his own expense provide all necessary labour to off load the Goods on arrival at the delivery address.
- 5.7 No claim for short delivery or damage to the Goods may be made unless notified to the Seller by registered letter within five working days of the receipt of the Goods by the Buyer.
- 5.8 Claims for non-delivery must be made within 28 days of the advised date of despatch of the goods.
- 5.9 Please note that unless otherwise stated all TMC anti vibration tables will be delivered to the customer's Goods In location for which a delivery charge shall be levied. It is the customer's responsibility to ensure that they have the ability to unload the table from the delivery lorry, as a tail lift lorry is not always used. The Seller is not responsible for moving the table from the point of delivery to its final location. In addition, it is the responsibility of the customer to take a careful note of the table's dimensions and to ensure that there is sufficient access to move the table to its final location. This includes ensuring that doorways and passages are wide enough, that all floor surfaces are level, that any goods lift is big enough and is able to take the weight, and that the final location is flat, even, and able to sustain the weight. Scientifica is not liable for any errors the customer may make regarding the size of the table if it is too large to be installed. Any costs incurred for replacing an incorrectly ordered table shall be borne by the customer. It is the customer's responsibility to ensure that the access, transit, and installation of the table can be successfully achieved on the agreed day of installation. Where a customer orders a table with a custom hole pattern on the top then the customer must sign a copy of the drawing of the hole pattern before the table can be ordered and Scientifica shall not be responsible for any mistakes made. When a customer orders a table that is not in stock, Scientifica is not liable for any delay in the shipping of the table which could be caused by events outside its control, for example the weather. The advice from the manufacturer of the table is that customers should not attempt to lift a table top unless they are completely confident that they can do so safely. Smaller tops should be lifted by groups of individuals that are physically qualified. Larger tops require professional rigging equipment, procedures and personnel. UK customers have the option of paying for installation, set up and testing of their table by an approved installation company. This charge shall be levied in addition to the delivery charge. Prices are available on request.

**RISK AND PROPERTY**

- 6.1 Risk of damage to or loss of the Goods shall pass to the Buyer at the earlier of the time when the Seller notifies the Buyer that the Goods are available for collection or upon the Seller first despatching the goods from its premises unless any Acceptance of Order specifies otherwise.
- 6.2 In the unlikely event that any equipment the Seller has supplied to the Buyer is cancelled or returned to the Seller then a 25% re-stocking fee will be charged to the Buyer. Re-stocking fees will be calculated based on the list price of the equipment provided not the net value after any discounting. All equipment sent from the Buyer to the Seller for re-stocking will be inspected for damage and wear. Returns are not accepted on any TMC manufactured components. All returns from the Buyer to the Seller for re-stocking are expected by the Seller to be in the same condition as they were when they were received by the Buyer. If inspection of returned goods has been approved a credit note for re-stocked items will be issued against the Buyer's account and valid for any future purchases between the Buyer and the Seller. If the equipment being returned from the Buyer to the Seller needs a Scientifica LTD Technical Engineer to pack it down then a quote will be issued by the Seller for this work plus any official Scientifica LTD packaging needed for shipping. A valid purchase order must be received by the Seller from the Buyer for the work to begin. (Minimum costs associated with packing down of a system will be £4,285 excluding packaging). Any order issued by the Buyer to the Seller that is cancelled before delivery of goods from the Seller to the Buyer will result in a 25% cancellation fee which

will be calculated based on the list price of the equipment provided not the net value after any discount awarded by the Seller.

**RESERVATION OF TITLE**

- 7.1 Unless otherwise noted in writing to the Buyer, until all payments due under the Contract shall have been paid in full, together with any interest and all other sums due from the Buyer, the Goods shall remain the property of the Seller; the Buyer shall hold such Goods as the Seller's fiduciary agent and bailee and the Buyer shall store the Goods in such a way that they can be identified as the property of the Seller and shall not dispose of them without the Seller's consent in writing and the Goods shall be properly, protected, treated and insured.
- 7.2 If the Buyer shall sell or otherwise dispose of or make any insurance claim in respect of the goods before all payments due under the Contract, any interest and all other sums due from the Buyer have been paid in full, the Buyer shall not give any warranties or incur any liability on behalf of the Seller and proceeds of any such sale or other disposition (or claim thereto) or any such insurance proceeds (or claim thereto) shall belong to the Seller and be held by the Buyer as trust funds to the extent of all sums due from the Buyer to the Seller.
- 7.3 If the Goods are used as a component in the production of other goods or as a part of a mixture of other goods, then such other goods shall belong to the Seller and shall be stored so as to be identified as such and the proceeds of sale or other disposal of such goods shall belong to the Seller to the extent of all sums due from the Buyer to the Seller.
- 7.4 Failure on the part of the Buyer to promptly pay any interest due under the Contract shall give the Seller or Contractor the right (without prejudice to other remedies) to repossess the Goods with or without prior notice and to enter any premises in which the Goods may be for the purposes of repossession. All costs of repossession will be passed to the Buyer.
- 7.5 Nothing in this Clause 7 gives the Buyer any right to return the Goods in whole or in part, immediately payment becomes due under the Contract. The Seller shall have the right to sue the Buyer for such payment together with interest and all other sums due from the Buyer, notwithstanding any other provisions of this Clause 7.
- 7.6 The Seller reserves the right to transfer ownership to the Buyer of Goods supplied.
- 7.7 The Seller shall have a right of lien over any goods or materials belonging to the Buyer which are in the Seller's possession or control.

**INSURANCE**

- 8 From the time at which risk passes under the provisions of Clause 6 hereof, the Buyer shall keep the Goods comprehensively insured to their full replacement against all risks including, but not limited to, damage in shipment, naming the Seller as an additional insured until final payment is made.

**WARRANTIES**

- 9.1 Unless otherwise notified in writing to the Buyer, the Seller warrants to the Buyer that Scientifica designed and manufactured Goods sold hereunder will be free from defects in materials and workmanship for a period of two years from the date of receipt thereof by the Buyer. For all other third-party supplied items, a one year warranty will apply unless otherwise stipulated. The Seller agrees that, provided the Buyer makes a full inspection of the Goods immediately upon receipt and notifies the Seller forthwith of any defects which it discovers, after prior written notice from the Buyer of such defects, it shall repair or replace at the Seller's option, any such Goods (or parts thereof) which its examination discloses to have been defective and which are returned to the Seller's designated factory, transportation charges prepaid during the warranty period. The Seller shall have no liability under this warranty for any cost other than those of repair or replacement as specified in this Clause 9.1, nor shall the Seller be liable for any labour charges involved in removal or replacement of the defective Goods or parts thereof. The operation of this warranty is contingent upon; (i) the Buyer giving written notice of the defect (with reasonable relevant information) to the Seller as soon as reasonably practicable and within the applicable warranty period; (ii) usage of the Goods for their proper purpose and in accordance with any operating instructions; (iii) the fact that the defect has not been caused by fire, accident, incorrect installation by the Buyer or its customers, agents or servants, unauthorised alteration, repair or maintenance, or the use of sub-standard or counterfeit consumables and has not arisen from fair, wear and tear; (iv) the fact that the defect has not arisen from any design, specification, component or material supplied by or on behalf of the Buyer; (v) the fact that no part of the Goods has been replaced with a part not supplied or approved by the Seller; (vi) payment in full of all sums due in respect of the Goods having been made; (vii) the Buyer according the Seller sufficient access to the Goods to enable its staff to inspect and adjust, repair, remove or replace the Goods; (viii) the costs of all consumables being paid by the Buyer.
  - 9.2 There are no warranties, express or implied, of merchantability or of fitness for a particular purpose, or of any other kind, except those made in Clause 9.1 hereto. In particular, and to the extent permissible by law, all conditions and warranties which would otherwise be implied by statute or under the common law are hereby excluded. In no event shall the Seller's liability to the Buyer for any breach of the above warranty exceed the price paid for the Goods with respect to which the claim is made. The Seller shall under no circumstance be liable for any special, indirect and/or consequential losses, including, but not limited to, loss which represents or which is loss of profit, revenue, benefit, anticipated savings or goodwill, loss of use of any asset, loss of data, business interruption, management costs or third party liability arising either from breach of any of the warranties contained in this agreement or from any cause whatsoever, even if the Seller has been advised of the possibility of such potential loss, except liability for death or personal injury arising from the Seller's proven negligence.
  - 9.3 The standard warranty for all Scientifica designed and manufactured goods is two years. The Scientifica Multiphoton microscopy system, however, includes equipment manufactured by other companies, namely Hamamatsu, Cambridge Technology, and National Instruments; the equipment from these companies carries a twelve month warranty. Scientifica is able, however, to extend the warranty on its own equipment from two to three years, and on Hamamatsu, Cambridge Technologies, and National Instruments equipment from one year to three years to provide an extended warranty for up to three years if the buyer so requests. The charge for this extended warranty is 10% of the total invoice price and is not negotiable or subject to any discount. The extended warranty covers all Scientifica designed and manufactured goods, PMTs from Hamamatsu, galvos from Cambridge Technology, and data acquisition boards from National Instruments. All other manufacturers' equipment, which is used to make the Scientifica Multiphoton system is not covered by this extended warranty. The extended warranty only covers defective products and not user related damage and neglect. In the event of a product being returned the Manufacturer will test the product and if the fault is found to be caused by neglect, or misuse then the buyer shall be charged for the replacement part and the shipping of both the new part and the original part. Scientifica will respond to any issues within two working days following the buyer reporting a fault, which should be reported both by phone and by e mail. Depending on the part, the Buyer can expect to have the part repaired within twelve weeks. 9.4 When purchasing ScanImage products or service packages from Scientifica your name and contact information will be shared with Vidrio Technologies, the creator of ScanImage, for the purposes of supplying digital access to the product and direct software support.
- INTELLECTUAL PROPERTY AND CONFIDENTIALITY**
- 10.1 The Buyer warrants that any design or instruction furnished or given by him shall not be such as will cause the Seller to infringe any letters, patent copyright, registered design or trademark, in the execution of the Contract, and the Buyer will indemnify the Seller against all damages, penalties, costs and expenses to which the Seller may become liable as a result of work done in accordance with the Buyer's specification which involves the infringement of any letter, patent copyright or registered designs.
  - 10.2 All inventions, designs, copyright and processes and all and any other intellectual/industrial property rights whether or not registered or registrable and all goodwill associated thereto relevant to the Goods and all specifications, designs, programs or other material issued by or on behalf of the Seller shall, as between the Seller and the Buyer remain the absolute property of the Seller. The Buyer shall not acquire any right or interest in the same except that if the Buyer so requires, the Seller shall grant or procure the grant of a licence to (i) use relevant software with the Goods.
  - 10.3 The Buyer acknowledges that all specifications, design, programs or other material including know-how, plans, drawings and price lists issued by or on behalf of the Seller are confidential and agrees not to use them or any other confidential information of the Seller for any purpose (other than the purpose for which the information was disclosed) nor reproduce them in any form nor disclose them to third parties. The Buyer shall not seek to abstract from the Goods any confidential information regarding their design, construction or

otherwise (and without limiting the foregoing shall not decompile any software comprised in the Goods) and all rights subsisting in such material are reserved.

10.4 The Buyer shall obtain similar undertakings as those set out in sub-clauses 10.2 and 10.3 from its customers and indemnify the Seller against any liability in relation to any failure to do so. The Buyer shall upon request sign and/or require its customers to sign the software vendors form of non-exclusive licence to use programs necessary to operate the Goods; all obligations of the Seller under any contract are conditional upon execution of such agreement and compliance with its terms.

#### TAXES

11 The Buyer shall promptly pay when due all taxes, duties and other charges upon the export, import, sale, purchase, ownership, possession or use of the Goods. The Buyer agrees to indemnify the Seller against all such taxes, duties and other charges imposed upon the Seller. The Seller reserves the right to add the amount of any such taxes, duties or other charges paid by the Seller to the total purchase price to be paid by the Buyer.

#### SELLER'S REMEDIES

12 No relaxation, forbearance or delay by the Seller in enforcing any of the terms and conditions herein shall prejudice, affect or restrict the rights of the Seller hereunder, nor shall any waiver by the Seller of any breach operate as a waiver of any subsequent or continuing breach thereof.

#### AMENDMENTS OR VARIATIONS

13 No amendment to or variation of these Conditions of Sale or any part thereof shall be valid as against the Seller unless it is in writing and signed by the Managing Director of Scientifica Ltd.

#### HEADINGS

14 Headings to the clauses in these Conditions of Sale are inserted for convenience of reference only and shall not affect the construction thereof.

#### SEVERABILITY

15 If any provision in these Conditions of Sale (or part thereof) shall be found invalid, ineffective or unenforceable, the invalidity, ineffectiveness or unenforceability of such provision (or part thereof) shall not affect any other provision (or the remainder of the provision of which such invalid, ineffectiveness or unenforceability part forms part).

Accordingly all provisions (or parts thereof) not affected by such invalidity, ineffectiveness or unenforceability shall remain in full force and effect.

#### GOVERNING LAW & JURISDICTION

16 All contracts incorporating these Conditions shall be governed by and construed in accordance with the laws of England and the Buyer agrees to submit to the jurisdictions of the English courts.

#### REGULATORY COMPLIANCE, LICENCES AND PRE-DELIVERY TESTS

17.1 The Goods will comply with mandatory United Kingdom ("UK") regulations applicable to the manufacture and non-consumer sale of the Goods at the date of delivery but no other warranty or undertaking as to regulatory compliance in the UK or elsewhere is given or to be implied unless specifically given in writing signed by the Managing Director of Scientifica Ltd or stated in any Acceptance of Order. The Buyer shall comply with applicable laws relating to the Goods, their use and disposal. Without limiting the foregoing, if ionising radiation is used in the Goods, the Seller will upon request provide reasonable advice and assistance to the Buyer in respect of radiological protection and applicable legal requirements concerning registration and access.

17.2 The Buyer's representatives at the Buyer's cost may attend inspections and tests of the Goods at the Seller's premises required by the Seller prior to delivery but if such representatives fail to so attend, such tests may be carried out in their absence. If the Seller issues a certificate of acceptance using the template attached to the quotation the Buyer shall accept the same which shall be conclusive evidence of the Goods' conformity with the Contract and their acceptance by the Buyer.

17.3 The Buyer shall obtain in good time any applicable licences, permits and approvals relating to import and export and to the installation and/or operation of the Goods and will indemnify the Seller against all liability in relation to Goods supplied without them. The Seller shall not be responsible for any liability in relation to delay in obtaining or failure to obtain such licences, permits or approvals.

17.4 If any Goods are to be shipped by the Seller outside the UK the Buyer shall provide the Seller with an End User Undertaking by the Seller as soon as practically possible and in any event no later than seven (7) days of issue of the Buyer's purchase order. The Buyer acknowledges that export of the Goods from the UK is contingent upon the export controls of the United Kingdom and other applicable jurisdictions. In the event that the requisite governmental authorizations cannot be obtained, or they are revoked or cancelled for whatever reason, the Seller shall not be liable to the Buyer in respect of any bond or guarantee or for any loss or damage or other financial penalty of any kind.

#### USE OF GOODS AND SAFETY

18.1 The Buyer shall:

- (a) procure that the Goods are used only for the purposes and in the manner for which they were designed and supplied; that all persons likely to use or come into contact with the Goods receive appropriate training and copies of applicable literature supplied by the Company; that all third parties who use or may be affected by or rely upon the Goods are given full and clear warning of any hazards (both patent and latent) associated with them or limitations of their effectiveness and that safe working practices are adopted and complied with. Any warning notices displayed on the Goods must not be removed or obscured; the Buyer shall procure that any third party to whom the Goods are supplied agrees not to remove or obscure such warning notices and shall take such steps as are reasonable to enforce such agreement;
- (b) promptly comply with any safety recommendation made to it in respect of the Goods (including recall of them) and shall procure compliance by all relevant persons and shall pay the Seller's reasonable charges for additional or replacement parts (including installation costs) supplied by the Seller for this purpose;
- (c) maintain and make available to the Seller all records necessary to enable Goods to be traced to their ultimate buyer or user;
- (d) indemnify the Seller against any liability in relation to any breach of the Buyer's obligations under this clause 18.1.

#### TERMINATION OF CONTRACT

19.1 The Seller may terminate separately all or any of the Contract and every other contract with the Buyer if:

- (a) the Buyer fails to make payments to the Seller under any contract as they fall due or the Buyer otherwise breaches any such contract and the breach or non-payment is not remedied within seven days of notice from the Seller; or
  - (b) the Buyer is, or is deemed to be, insolvent or suspends payment or performance of its obligations or threatens to do so, or the Seller has reasonable grounds for believing it will fail to discharge its obligations under any contract or steps are taken to propose any composition, scheme or arrangement involving the Buyer and its creditors or obtain an administration order or appoint any administrative or other receiver or manager in relation to, or put in force any legal process against, the Buyer or any of its property or enforce any security over the Buyer's property, or repossess any goods in its possession or wind up or dissolve the Buyer, or sequester its estate or dissolve it or file a petition in bankruptcy or other relief from creditors; or
  - (c) control of the Buyer passes from the present shareholders, owners or controllers to other persons whom the Seller in its absolute discretion regards as prejudicial to its reasonable interests; or
  - (d) in the reasonable opinion of the Seller the Buyer has ceased or threatened to cease to trade; or
  - (e) where the Buyer is an individual or partnership, he or any partner dies or any steps are taken with a view to making a bankruptcy order against him or any partner; or
  - (f) anything corresponding to any of the above occurs outside England and Wales.
- 19.2 If the Seller is terminated, the Seller (without prejudice to its other rights but subject to any relevant mandatory laws) may do any of the following:
- (a) declare immediately payable (and so interest-bearing under clause 4.2) any sums owed by the Buyer, proceed against the Buyer for the same and/or damages, and appropriate any payment by the Buyer as the Seller thinks fit (notwithstanding any purported appropriation by the Buyer);
  - (b) suspend further performance of any Contract and/or any credit granted to the Buyer on any account (and the time for delivery by the Seller shall be extended by the period of such suspension);
  - (c) take possession of and deal with (including the sale of) any materials and other assets of the Buyer held by or on behalf of the Seller and apply any proceeds of sale in payment of any sums owing under or damages arising in connection with any Contract including any interest and costs arising thereon.

To view our general terms and conditions online <http://www.scientifica.uk.com/sales-terms-and-conditions>

## **Installation and Training: Terms and Conditions**

Scientifica offers installation and training by its own installation engineers. The charge for this service will depend upon the time and complexity of the task required and will be clearly stated on the official quotation.

All Scientifica manufactured products undergo extensive quality control checks before leaving the factory. In addition, Scientifica's test and installation team undertakes further testing of your ordered components in combination with selected third-party products where possible in order to check that all components are functioning correctly together.

The duration of the installation will depend upon the system that has been purchased. The cost of this will be clearly stated on the official quotation, and a Scientifica installation engineer will be able to discuss day-to-day plans with you in advance of your installation.

Customers must ensure that any boxes delivered to the shipping address in advance of arrival of the installation engineer remain sealed and unopened until the engineer arrives. By opening any boxes in advance of the engineer's arrival, the customer accepts liability for any goods found to be missing on-site by the installation engineer.

### **Included:**

#### **All Systems:**

- Unpacking, assembly and full build of the Scientifica products and Scientifica produced software.
- Installation of the optical components, cameras and light sources onto the microscope and alignment where suitable.
- Full product training on all Scientifica products as part of the installation.
- An overview of the operation of the entire system and the supplied software.
- Guidance and advice on the installation of third party products supplied by Scientifica.

#### **Laser Based Systems:**

- Alignment of laser through any table optics purchased from Scientifica
- Alignment of laser through the microscope.
- Training on how to carry out laser alignment.
- Installation and calibration of laser scanning software.
- Training on Laser Scanning Software. Please note - Scientifica can only offer full training and support on Scientifica-produced softwares – SciScan, LASU, Linlab.

### **Excluded:**

#### **All Systems:**

- Installation and set-up of third party products.
- Floating and levelling of anti-vibration tables.
- Installation of amplifiers and digitisers.
- Installation or setting up of any third-party softwares.
- Training in techniques needed to run experiments, e.g. patch-clamping.
- Running experiments.

#### **Laser Based Systems:**

- Software set up and training if workstation is not purchased from Scientifica.
- Installation of table optics not purchased from Scientifica.
- Software integration of third party components not supplied by Scientifica.
- Installation, floating and levelling of anti-vibration table.
- Installation of any third-party lasers.
- Training on third-party laser operation.

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## **Customer's Responsibilities:**

- Customers must review their order to make sure that the items on the quotation will meet their requirements.
- Customers must ensure that the installation space is safe for an installation engineer to work in in accordance with standard laboratory health and safety rules. The Seller reserves the right to refuse an installation in the event that an installation engineer reports any serious hazards that may endanger the engineer or anyone else in the vicinity during the installation.
- Customers must ensure that any boxes delivered to the shipping address in advance of arrival of the installation engineer remain sealed and unopened until the engineer arrives. By opening any boxes in advance of the engineer's arrival, the customer accepts liability for any goods found to be missing on-site by the installation engineer.
- All Scientifica products must be available and in the room where the installation will be taking place upon arrival of the installation engineer.
- Any tables ordered for the installation must be in their final position in the laboratory in advance of the arrival of the installation engineer.
- The provision of the correct resources required by the installation engineer in order to complete a successful installation (eg-working power-points/internet ports/Ethernet cables where required etc). Your installation engineer will be able to discuss these requirements with you in advance of his/her arrival at your laboratory.
- All Scientifica products are screened for electrical noise reduction, however the grounding and noise reduction of the system is the responsibility of the customer.
- When ordering Slicemates, temperature controllers and perfusion pumps - customers must be aware that a working perfusion system will need to be in place and functioning to ensure a successful installation. In lieu of a working perfusion system, the Scientifica components will be considered to be accepted "as boxed".

**Please note – Should any of the Scientifica engineers be unable to start or complete the installation of the equipment due to failure by the customer to fulfil the above responsibilities – Scientifica reserve the right to charge for any additional costs and days of on-site support subsequently required to complete the installation. These will be charged at Scientifica's valid daily rate.**

### **Cancellation/postponement of installation**

In the event that an agreed installation date (by written/email agreement) needs to be postponed by the customer due to reasons outside of Scientifica's control – by ordering against this quotation, the customer agrees to repay any subsequent invoice for any un-recoupable or additional costs to Scientifica as a result.

### **Site Acceptance Certificate**

Once the installation has been completed in accordance with the terms and conditions above the Scientifica Engineer will discuss the installation through with the customer in order to determine that the installation has either been completed, or if any corrective actions may be required (eg-if anything is found to be damaged in transit). The Scientifica Engineer will then write and provide a Site Acceptance Test certificate. Any anomalies or necessary corrective actions encountered during the installation will be noted on the Site Acceptance Test Certificate. Once either acceptance or corrective actions have been agreed – The customer is required to sign the certificate, and will be provided a copy for their records.

***Post-installation support is provided by telephone during normal business hours, as well as on-line videos and webinars.  
When necessary remote desk-topping can be arranged.***