1.1 Contracts and orders are accepted only subject to the Company’s Conditions of Sale as set out herein and any Special Conditions of Sale if any are noted on the reverse hereof and the Purchaser shall be bound by such Conditions. No modification of these Conditions or of the particulars contained in the Company’s acceptance of an order from the Purchaser will be recognised by the Company unless such modification is expressly accepted in writing by the Company in writing. Unless so accepted any qualification thereof or difference contained in the Purchaser’s own order forms shall be inapplicable. All orders, whether based on this quotation or otherwise, shall be subject to the Company’s written acceptance.

2.1 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Company shall be subject to correction without any liability as the part of the Company.

2.3.2 Once the goods have been delivered to the Purchaser’s premises or the delivery address stipulated in the Order the goods shall be at the sole risk of the Purchaser. If the Purchaser collects the goods from the Company of performing its obligations shall be increased due to any variation up to the date of despatch of the goods subject to any claim under this clause.

2.3.3 Delivery, packing, inspection and testing charges, if applicable, will be stated separately. Unless otherwise specified goods and/or services are supplied for payment of net cash on or before the last day of the month following the date of invoice. Goods and services invoiced in pounds sterling will be paid for in full within 30 calendar days from the date of invoice or, if personally, by fax or e-mail at the time of delivery; if posted, at a time of expiring of 48 hours or (in the case of items) 7 days after the envelope containing the notice is posted. No person whomsoever engaged by or on behalf of the Company shall be liable to the Purchaser by reason of any representation, or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the contract, for any consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for consequential compensation (whether and whether caused by the negligence of the Company, its employees or agents or otherwise) which arise out of or in connection with the supply of the goods or their use or resale by the Purchaser, except as expressly provided for in the Conditions.

3.1.6 A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties Act 1999) to enforce any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from the Act.

3.1.1 Contracts and orders are accepted only subject to the Company’s Conditions of Sale as set out herein and any Special Conditions of Sale if any are noted on the reverse hereof and the Purchaser shall be bound by such Conditions. No modification of these Conditions or of the particulars contained in the Company’s acceptance of an order from the Purchaser will be recognised by the Company unless such modification is expressly accepted in writing by the Company in writing. Unless so accepted any qualification thereof or difference contained in the Purchaser’s own order forms shall be inapplicable. All orders, whether based on this quotation or otherwise, shall be subject to the Company’s written acceptance.

3.2.1 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Company shall be subject to correction without any liability as the part of the Company.

4.2 Without the Company of any breach of the contract by the Purchaser shall be considered as a waiver of any subsequent breach of the same or any other provision.

4.1 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provisions in question shall not be affected.

6.1 A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties Act 1999) to enforce any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from the Act.

7.2 The Purchaser shall not be entitled to make any deductions, set-offs or counter claims against the invoice price.

7.3 If the Purchaser fails to make any payment on the due date then, without prejudice to any other rights or remedy available to the Company, the Company shall have the right to:

a) cancel the contract, suspend any further deliveries or suspend the provisions of the services to the Purchaser;

b) appropriate any payment made by the Purchaser to such of the goods and/or services (or the goods supplied under any other contract between the Purchaser and the Company) as the Company may think fit (notwithstanding any purported appropriation by the Purchaser); and

c) charge the Purchaser interest on payment (both before and after any judgment) on the amount unpaid at the rate of 4% per annum above Barclays Bank base rate from time to time, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).

8.1.3 Any form whatsoever of improper use or use which was not in accordance with accepted practice or otherwise known or generally acknowledged to be detrimental to the specified purpose of the goods or to the goods’ or equipment’s usefulness, or the11.2 The Company shall not be responsible for any defect, which in the opinion of the Company was attributable to: a) Wear and tear b) Any form whatsoever of improper use or use which was not in accordance with accepted practice c) Abnormal corrosive or abrasive conditions d) Non-compliance with any instructions issued by the Company concerning the use, fitting and servicing of the goods e) Incorrect fitting f) Faint or irregular supply of electricity

11.2.1 The following Guarantee shall be deemed to be incorporated in these Conditions of Sale: For a period of twelve months from the date on which a product both manufactured and sold by the Company is delivered to the Customer, the Company will undertake to repair or replace any part or parts thereof which are not manufactured by Ion Science Ltd shall be subject to such warranties and/or guarantees (if any) which exist or are available apart from the Act.

11.2.2 The defects, claims and the reasons for them shall be inapplicable. All orders, whether based on this quotation or otherwise, shall be subject to the Company’s written acceptance.

11.2.3 The Company shall not be responsible for any defect which the Purchaser may incur in removing or having removed or any replacement or having replaced any part or parts sent for inspection or fitting or having been fitted any new parts supplied in lieu thereof.

11.2.4 The company shall not be responsible for any defect, which in the opinion of the Company was attributable to: a) Wear and tear b) Any form whatsoever of improper use or use which was not in accordance with accepted practice c) Abnormal corrosive or abrasive conditions d) Non-compliance with any instructions issued by the Company concerning the use, fitting and servicing of the goods e) Incorrect fitting f) Faint or irregular supply of electricity

11.2.5 Modified goods supplied by the Company in accordance with Clause 6 of these conditions shall not constitute a defect for the purposes of this guarantee.

11.3.1 The Company shall not be responsible for any expense which the Purchaser may incur in removing or having removed or any replacement or having replaced any part or parts sent for inspection or fitting or having been fitted any new parts supplied in lieu thereof.

11.3.2 The company shall not be responsible for any defect, which in the opinion of the Company was attributable to: a) Wear and tear b) Any form whatsoever of improper use or use which was not in accordance with accepted practice c) Abnormal corrosive or abrasive conditions d) Non-compliance with any instructions issued by the Company concerning the use, fitting and servicing of the goods e) Incorrect fitting f) Faint or irregular supply of electricity

11.4.1 The company shall not be responsible for any defect, which in the opinion of the Company was attributable to: a) Wear and tear b) Any form whatsoever of improper use or use which was not in accordance with accepted practice c) Abnormal corrosive or abrasive conditions d) Non-compliance with any instructions issued by the Company concerning the use, fitting and servicing of the goods e) Incorrect fitting f) Faint or irregular supply of electricity

11.4.2 The company shall not be responsible for any defect, which in the opinion of the Company was attributable to: a) Wear and tear b) Any form whatsoever of improper use or use which was not in accordance with accepted practice c) Abnormal corrosive or abrasive conditions d) Non-compliance with any instructions issued by the Company concerning the use, fitting and servicing of the goods e) Incorrect fitting f) Faint or irregular supply of electricity

11.5.1 Modified goods supplied by the Company in accordance with Clause 6 of these conditions shall not constitute a defect for the purposes of this guarantee.

11.5.2 This guarantee shall be given in lieu of and replaces every condition or warranty whether statutory or otherwise.

11.5.3 This guarantee is limited to those parts of the goods that are manufactured by Ion Science Ltd. Any parts which are not manufactured by Ion Science Ltd shall be subject to such warranties and/or guarantees (if any) which exist or are available apart from the Act.

12.1 Claims No claim for credit, exchange or repairs can be considered unless prior approval of the Company is obtained by the Purchaser. Without such approval from the company goods may not be returned to the Company. In addition, any such goods must be returned carriage paid to the Company and supported by the following particulars:

12.1.1 The Company’s reference on the product from which the part or parts were taken

12.1.2 Wear and tear

12.1.3 Any form whatsoever of improper use or use which was not in accordance with accepted practice

12.1.4 Abnormal corrosive or abrasive conditions

12.1.5 Non-compliance with any instructions issued by the Company concerning the use, fitting and servicing of the goods

12.1.6 Incorrect fitting

12.1.7 Faint or irregular supply of electricity

12.1.8 Modified goods supplied by the Company in accordance with Clause 6 of these conditions shall not constitute a defect for the purposes of this guarantee.

13.1 Force Majeure Should the Company be prevented from delivering at the agreed date by strikes, Lockouts, act of God, war, fire, tempest, flood, accident or damage to goods, or delay in obtaining or inability to obtain through scarcity of materials or for any other cause beyond the Company’s control the Company may suspend delivery until a reasonable time after the end of the happening and during such time as is reasonably incidental to the resumption of normal production of sale or cancel or vary the contract without compensation.

14.1 Lien In addition to any right to which the Company may by law be entitled the Company shall have a lien on all goods of which it is in possession whether or not payment for such goods or any part thereof, or any interest in such goods, or any part thereof has been received or if in the opinion of the Company it is reasonable to have a lien on such goods or any part thereof as aforesaid.

15.1 Charter The Company’s rights shall not be affected or reduced by any indulgence or forbearance granted to the Purchaser. No waiver by the Company of any breach shall operate as a waiver of any later breach.

16.1 Applicable Law The rights and obligations of the parties and all the terms and conditions hereof and any disputes arising out thereof shall be construed in accordance with the law of the jurisdiction of the courts of which the Company shall submit.