

Matrix Magnets

TERMS AND CONDITIONS FOR THE SALE OF GOODS AND SERVICES

1. Definitions

Agreement	means these Terms and Conditions together with the terms of any applicable Specification Document
Buyer	the party who buys or agrees to buy goods from the seller (Matrix Magnets Ltd.)
Conditions	the terms and conditions of sale as set out in this document and any special terms and conditions agreed in writing by Matrix Magnets Ltd.
Goods	the articles which the Buyer agrees to buy from Matrix Magnets Ltd.
Price	the price for the Goods, excluding VAT and any carriage, packaging and insurance costs.
Seller	means Matrix Magnets Ltd. of Oxford House, Parkway Court, John Smith Drive, Oxford Business Park, Oxfordshire OX4 2JY, UK.
Specification Document	means a statement of work, quotation or other similar document describing the goods and services to be provided by the Seller
Intellectual Property Rights	means all patents, registered and unregistered designs, copyright, trademarks, know-how and other forms of intellectual property wherever in the world enforceable

2. Conditions

- 2.1 These Conditions shall form the basis of the contract between the Seller and the Buyer in relation to the sale of Goods, to the exclusion of all other terms and conditions including the Buyer's standard conditions of purchase or any other conditions which the Buyer may purport to apply under any purchase order or confirmation of order or any other document.
- 2.2 All orders for Goods shall be deemed to be an offer by the Buyer to purchase Goods from the Seller pursuant to these Conditions.
- 2.3 Acceptance of delivery of the Goods shall be deemed to be conclusive evidence of the Buyer's acceptance of these Conditions.
- 2.4 These Conditions may not be varied except by the written agreement of a Director of the Seller.

Matrix Magnets

2.5 These Conditions represent the whole of the agreement between the Seller and the Buyer. They supersede any other conditions previously issued.

3. Price

The Price shall be the amount quoted on the Seller's confirmation of order. The Price is exclusive of VAT, which shall be due at the rate in force on the date of the Seller's invoice.

4. Payment and Interest

4.1 Payment of the Price and VAT shall be due within 30 days of the date of the Seller's invoice.

4.2 Interest on overdue invoices shall accrue from the date when payment becomes due, calculated on a daily basis until the date of payment at the rate of 8% per annum above the Bank of England base rate from time to time in force. Such interest shall accrue after as well as before any judgment.

4.3 The Buyer shall pay all accounts in full and not exercise any rights of set-off or counter-claim against invoices submitted by the Seller.

5. Goods

The quantity and description of the Goods shall be as set out in the Seller's confirmation of order.

All goods shall be required only to conform to the specifications in the Specification Document. For the avoidance of doubt, no description, specification or illustration contained in any product pamphlet or other sales or marketing literature of the Seller and no representation written or oral, correspondence or statement shall form part of the contract.

6. Warranties

The Seller warrants that the Goods will at the time of delivery correspond to the description given by the Seller in the confirmation of order. [Except where the Buyer is dealing as a consumer (as defined in section 12 of the Unfair Contract Terms Act 1977), all other warranties, conditions or terms relating to fitness for purpose, quality or condition of the Goods are excluded].

Matrix Magnets

7. Delivery of the Goods

- 7.1 Delivery of the Goods shall be made to the Buyer's specified address. The Buyer shall make all arrangements necessary to take delivery of the Goods on the day notified by the Seller for delivery.
- 7.2 The Seller undertakes to use its reasonable endeavours to despatch the Goods on an agreed delivery date, but does not guarantee to do so. Time of delivery shall not be of the essence of the contract.
- 7.3 The Seller shall not be liable to the Buyer for any loss or damage whether arising directly or indirectly from the late delivery or short delivery of the Goods. If short delivery does take place, the Buyer undertakes not to reject the Goods but to accept the Goods delivered as part performance of the contract.
- 7.4 If the Buyer fails to take delivery of the Goods on the agreed delivery date or, if no specific delivery date has been agreed, when the Goods are ready for despatch, the Seller shall be entitled to store and insure the Goods and to charge the Buyer the reasonable costs of so doing.

8. Acceptance of the Goods

- 8.1 For goods or services supplied, excluding cryogenic or superconducting magnet systems requiring commissioning, the Buyer shall be deemed to have accepted the Goods [48 hours] after delivery to the Buyer. 8.2 For goods or services supplied, excluding cryogenic or superconducting magnet systems requiring commissioning, the Buyer shall carry out a thorough inspection of the Goods within [48 hours] of delivery and shall give written notification to the Seller within 5 working days of delivery of the Goods of any defects which a reasonable examination would have revealed.
- 8.3 Where the Buyer has accepted, or has been deemed to have accepted, the Goods the Buyer shall not be entitled to reject Goods which are not in accordance with the contract.
- 8.4 For cryogenic and superconducting magnet systems, written acceptance from the Buyer will be provided to the Seller upon the successful completion of the commissioning process.

Matrix Magnets

9. Buyer's Obligations

- 9.1 To enable the Seller to perform its obligations under this Agreement, the Buyer shall:
- 9.1.1 co-operate with the Seller
 - 9.1.2 provide the Seller with any information reasonably required by the Seller
 - 9.1.3 obtain all necessary permissions and consents which may be required before the commencement of services
 - 9.1.4 comply with other requirements as may be set out in the Specification Document or otherwise agreed between the parties
- 9.2 The Buyer shall be liable to compensate the Seller for any expenses incurred by the Seller as a result of the Buyer's failure to comply with Clause 9.1
- 9.3 Without any prejudice to any other rights to which the Seller may be entitled, in the event that the Buyer unlawfully terminates or cancels the goods and services agreed to in the Specification Document, the Buyer shall be required to pay the Seller as agreed damages and not as a penalty the full amount of any third party costs to which the Seller has committed and in respect of cancellations on less than five working days' written notice the full amount of the goods and services contracted for as set out in the Specification Document, and the Buyer agrees this is a genuine pre-estimate of the Seller's losses in such a case. For the avoidance of doubt, the Buyer's failure to comply with any obligations under Clause 9.1 shall be deemed to be a cancellation of the goods and services and subject to the payment of the damages set out in this Clause.
- 9.4 In the event that the Buyer or any third party shall, not being a sub-contractor of the Seller, shall omit or commit anything which prevents or delays the Seller from undertaking or complying with any of its obligations under this Agreement, then the Seller shall notify the Buyer as soon as possible and:
- 9.4.1 the Seller shall have no liability in respect of any delay to the completion of the project
 - 9.4.2 if applicable, the timetable for the project will be modified accordingly
 - 9.4.3 the Seller shall notify the Buyer at the same time if it intends to make any claim for additional costs.

Matrix Magnets

10. Title and risk

- 10.1 Risk shall pass on delivery of the Goods to the Buyer's address.
- 10.2 Notwithstanding the earlier passing of risk, title in the Goods shall remain with the Seller and shall not pass to the Buyer until the amount due under the invoice for them (including interest and costs) has been paid in full.
- 10.3 Until title passes the Buyer shall hold the Goods as bailee for the Seller and shall store or mark them so that they can at all times be identified as the property of the Seller.
- 10.4 The Seller may at any time before title passes and without any liability to the Buyer:
 - 9.4.1 repossess and dismantle and use or sell all or any of the Goods and by doing so terminate the Buyer's right to use, sell or otherwise deal in them; and
 - 9.4.2 for that purpose (or determining what if any Goods are held by the Buyer and inspecting them) enter any premises of or occupied by the Buyer.
- 10.5 The Seller may maintain an action for the price of any Goods notwithstanding that title in them has not passed to the Buyer.

11. Carriage of Goods

Carriage will be chargeable at the rate specified in the Seller's Confirmation of Order. The goods will be insured by the Seller against transport damage from leaving the Seller's premises until arrival at the Buyer's premises. The Buyer is responsible for insuring and taking care of the goods after arrival on the Buyer's premises.

12. Indemnification

The Buyer shall indemnify the Seller against all claims, costs and expenses which the Seller may incur and which arise, directly or indirectly, from the Buyer's breach of any of its obligations under this Agreement, including any claims brought against the Seller alleging that any goods and/or services provided by the Seller in accordance with the Specification Document infringes a patent, copyright or trade secret or other similar right of a third party.

Matrix Magnets

13. Limitation of Liability

- 13.1 Except in respect of death or personal injury due to negligence for which no limit applies, the entire liability of the Seller to the Buyer in respect of any claim whatsoever or breach of this Agreement, whether or not arising out of negligence, shall be limited to the price paid by the Buyer to which the claim relates.
- 13.2 In no event shall the Seller be liable to the Buyer for any loss of business, loss of opportunity or loss of profits or for any other indirect or consequential loss or damage whatsoever. This shall apply even where such a loss was reasonably foreseeable or the Seller had been made aware of the possibility of the Buyer incurring such a loss.
- 13.3 Nothing in these Terms and Conditions shall exclude or limit the Seller's liability for death or personal injury resulting from the Seller's negligence or that of its employees, agents or sub-contractors.

14. Termination

Either party may terminate this Agreement forthwith by notice in writing to the other if:

- 14.1 the other party commits a material breach of this Agreement and, in the case of a breach capable of being remedied, fails to remedy it within 30 calendar days of being given written notice from the other party to do so;
- 14.2 the other party commits a material breach of this Agreement which cannot be remedied under any circumstances;
- 14.3 the other party passes a resolution for winding up (other than for the purpose of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect;
- 14.4 the other party ceases to carry on its business or substantially the whole of its business;
or
- 14.5 the other party is declared insolvent, or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; or a liquidator, receiver, administrative receiver, manager, trustee or similar officer is appointed over any of its assets.

15. Intellectual Property Rights

All Intellectual Property Rights produced from or arising as a result of the performance of this Agreement shall, so far as not already vested, become the absolute property of the Seller, and the Buyer shall do all that is reasonably necessary to ensure that such rights vest in the Seller by the execution of appropriate instruments or the making of agreements with third parties.

Matrix Magnets

16. Force Majeure

Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, the act or omission of government, highway authorities or any telecommunications carrier, operator or administration or other competent authority, or the delay or failure in manufacture, production, or supply by third parties of equipment or services, and the party shall be entitled to a reasonable extension of its obligations after notifying the other party of the nature and extent of such events.

17. Independent Contractors

The Seller and the Buyer are contractors independent of each other, and neither has the authority to bind the other to any third party or act in any way as the representative of the other, unless otherwise expressly agreed to in writing by both parties. The Seller may, in addition to its own employees, engage sub-contractors to provide all or part of the services being provided to the Buyer and such engagement shall not relieve the Seller of its obligations under this Agreement or any applicable Specification Document.

18. Assignment

The Buyer shall not be entitled to assign its rights or obligations or delegate its duties under this Agreement without the prior written consent of the Seller.

19. Severability

If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any Court of competent jurisdiction such provision shall be severed and the remainder of the provisions herein shall continue in full force and effect as if this Agreement had been agreed with the invalid illegal or unenforceable provision eliminated.

20. Waiver

The failure by either party to enforce at any time or for any period any one or more of the Terms and Conditions herein shall not be a waiver of them or of the right at any time subsequently to enforce all Terms and Conditions of this Agreement.

Matrix Magnets

21. Notices

Any notice to be given by either party to the other may be served by email, personal service or by post to the address of the other party given in the Specification Document or such other address as such party may from time to time have communicated to the other in writing, and if sent by email shall unless the contrary is proved be deemed to be received on the day it was sent, if given by letter shall be deemed to have been served at the time at which the letter was delivered personally or if sent by post shall be deemed to have been delivered in the ordinary course of post.

22. Entire Agreement

This Agreement contains the entire agreement between the parties relating to the subject matter and supersedes any previous agreements, arrangements, undertakings or proposals, oral or written. Unless expressly provided elsewhere in this Agreement, this Agreement may be varied only by a document signed by both parties.

23. No Third Parties

Nothing in this Agreement is intended to, nor shall it confer any rights on a third party.

24. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the law of England and Wales and the parties hereby submit to the exclusive jurisdiction of the English or Welsh courts.