1 ACCEPTANCE

The Client declares that he is familiar with these Terms and Conditions of Business pertaining to the Goods and/or Services provided by the Company and that he accepts the said Terms and Conditions and that:

they prevail over the Client's general purchasing conditions; and

all other conditions, warranties and representations expressed or implied are hereby excluded; and

these Terms and Conditions override any other terms, conditions or warranties which the Client may subsequently seek to impose; and

no variation or supplement to the Terms and Conditions shall be binding upon the Company unless expressly accepted by the Company in writing; and

for the avoidance of doubt, should there be any conflict between these Terms and Conditions and any special terms attached to them, then the special terms shall prevail.

By placing an Order with the Company, the Client accepts this Condition.

2 DEFINITIONS

Within these Terms and Conditions of Business, the following expressions will have the meanings expressed below, unless inconsistent with the context.

"Client" means the person(s), firm or company whose name is specified on the Quotation and/or whose Order is accepted by the Company;

"Company" means INSPEC International Besloten Vennootschap, whose registered office is Beechavenue 54-62, Schiphol, 1119 PW, The Netherlands, and any subsidiary company of INSPEC International Besloten Vennootschap;

"Condition" means a condition or clause of these Conditions;

"Conditions" means the Company's Terms and Conditions of Business set out in this document (which supersedes any earlier Terms and Conditions of Business), together with any other special conditions specified on the Quotation or otherwise;

"Contract" means the contract between the Company and the Client, comprising the Quotation, the Order and the Company's acceptance thereof, the Conditions and the Client's acceptance thereof in accordance with Condition 1;

"Delivery" means:

for Goods, the despatch by the Company of those Goods by post or other carrier to the Client;

where the Services comprise the production of certificates, reports or test results, the despatch by the Company of those certificates, reports or test results by electronic means, by post or by other carrier to the Client;

and the expression "delivered" shall be construed accordingly;

"Goods" means the goods described in the Order and to be delivered by the Company under the Contract;

"Order" means the written order placed by the Client on the Company for the provision of the Goods or Services under the Contract. It includes an invitation, completed by the Client, to participate in a Proficiency Testing or InterLaboratory Comparison scheme offered by the Company;

"Quotation" means:

any written quotation or tender submitted by the Company; or

any verbal quotation or tender which is subsequently confirmed in writing; or

any price list published by the Company and whose contents are used by the Client as the basis for the Order;

"Regulations" means such regulations pertaining to certification activities performed by the Company and in force at that time the Order is made;

"Services" means the services described in the Order and to be performed by the Company under the Contract and may be delivered via paper and/or electronic media;

"Specimens" means the specimens, materials and/or other items which may be part of the Contract and upon which the Services are to be conducted and shall include any part of them.

The masculine includes the feminine.

The singular includes the plural and vice versa.

3 QUOTATIONS

3.1 All Quotations are made subject to these Conditions.

3.2 A verbal Quotation shall only be binding to the extent it is confirmed in writing.

3.3 Quotations shall be available for acceptance for a maximum period of thirty days from the date when given (or such longer period as the Company specifically agrees in writing) and may be withdrawn by the Company within such time period at any time by written notice.

3.4 If any statement or representation has been made to the Client by the Company or its servants or agents upon which the Client relies, other than in the documents enclosed with the Quotation or acknowledgement or acceptance of Order, then the Client must set out that statement or representation in a document to be attached to or endorsed on the Order, and in any such case the Company may confirm, reject or clarify the point and submit a new Quotation.

4 ORDERS

4.1 All Orders are accepted subject to these Conditions.

4.2 Each Order or acceptance of a Quotation for Goods or Services will be deemed to be an offer by the Client to purchase Goods or Services upon these Conditions.

4.3 No Order submitted by the Client shall be deemed to be accepted by the Company unless and until confirmed in writing by the Company's authorised representative.

4.4 The Client shall be responsible for ensuring the accuracy of the terms of the Order and shall give the Company all necessary information to enable the Company to proceed with the Contract. Any failure to do so will allow the Company to charge the Client an additional price for any delay or to terminate the Contract immediately.

4.5 No Order which has been accepted by the Company may be cancelled by the Client except with the written agreement of the Company and on terms that the Client shall indemnify the Company in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Company as a result of cancellation.

4.6 Notwithstanding Condition 4.5, cancellation, in writing, of an Order for testing services may be accepted by the Company in the event of failure of the specimens before completion of the Contract.

4.7 The Client shall and must inform the Company at the time of placing the Order if the Services are known to be required for the purpose of litigation. If the presence of the Company's staff will be required at a court or other judicial or quasi-judicial hearing, or a report shall be required as evidence in a dispute, ample advance notification is required in order to provide time for discussion between expert witness and legal representatives and/or for consideration of all relevant documentation. The Company must be shown full particulars of any claim which is to be pursued or defended.

4.8 Where a certificate, report or test results are produced as part of the Services, the certificate, report or test results, together with the Contract and relevant Regulations, shall constitute the entire agreement and understanding between the Company and the Client in respect of the Services and supersedes all other agreements, statements, representations or warranties which may have been made verbally by or between the parties and all prior representations and expressions of opinion by any party (or its agent) to any other party (or its agent).

5 CONTRACT

5.1 Subject to any variation under Condition 17.1, the Contract will be upon these Conditions, to the exclusion of all other terms and conditions and all previous oral or written representations, including any terms or conditions which the Client purports to apply under any purchase order, confirmation of order or similar document, whether or not such document is referred to in the Contract.

5.2 The Contract is formed only when the Order is accepted in writing by the Company.

5.3 The Company shall be at liberty to withdraw from any negotiations or otherwise, until such time as the Contract shall have become binding, without being under any liability whatsoever to the Client.

5.4 If any of the provisions of this Contract is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions in question shall not be affected thereby.

5.5 This Contract is between the Company and the Client and is not assignable without the consent of the Company.

5.6 Save in the case of subcontractors, or other agents of the Company, no person who is not party to the Contract shall be entitled to enforce any provision of the Contract.

5.7 No waiver by the Company of any breach of the Contract by the Client shall be considered a waiver of any subsequent breach of the same or any other provision.

5.8 The breach by any Holding, Subsidiary, or Associated Company of the Client of any of the Conditions of any Contract agreement or other arrangement with the Company shall be deemed to be a breach of the terms of the Contract and shall entitle the Company to take or refrain from taking all acts and remedies to which it is entitled under these Conditions as if such default had been a breach or default under the Contract.

6 GOODS AND SERVICES

6.1 The Company shall deliver and the Client shall receive the Goods and/or Services in accordance with any Quotation which is accepted by the Client, or any Order which is accepted by the Company in writing, subject to any variation set out in such acceptance, subject in either case to these Conditions.

6.2 The quantity and description of the Goods and/or Services will be as set out in the Order. All samples, drawings, descriptive matter, specifications and advertising issued by the Company and any descriptions or illustrations contained in the Company's website, catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods or Services represented by or described in them. They will not form part of the Contract.

6.3 All Services are confidential to the Client. If a Client wishes to disclose, issue or reproduce any certificate, report or test results delivered by the Company as part of the Services, it must obtain written permission from the Company on each occasion. This permission and any associated conditions will usually be given within each certificate, report or test results. The Company shall be entitled to withhold its consent in its absolute discretion. Subject as aforesaid only complete certificates or reports may be copied and passed to third parties. No omissions or additions shall be made.

6.4 Where the Company has given consent as per Conditions 6.3, the Client shall draw the attention of the third party to these Conditions and the basis on which the Company undertakes Services. The Client shall indemnify the Company for any failure to do so.

6.5 Services are performed by the Company, and delivered to the Client, in confidence. Confidentiality requirements are defined, and communicated to the Client, by the respective Company department. Confidentiality shall continue to apply after completion of the Contract, but shall cease to apply to information or knowledge which subsequently comes into the public domain.

6.6 Results delivered in reports shall not be used in advertising or promotional literature without the Company's express permission.

6.7 Results of tests and information given in reports issued by the Company, relate only to the Specimens supplied by the Client and should not be construed or interpreted in any other way.

6.8 Save as specifically and expressly set out in any written report issued by the Company, the Company gives no warranty that the Specimens (being of the Client's design and manufacture) will be of satisfactory or merchantable quality and/or reasonably fit for their purpose.

7 DELIVERY

7.1 The Goods shall be delivered to the location agreed between the Client and the Company and as specified on the Order, or to such location as otherwise agreed in writing between the Client and the Company.

7.2 The Services shall be performed at the location deemed most appropriate by the Company, unless otherwise agreed in writing between the Client and the Company.

7.3 Delivery estimates are made in good faith and date from the later of receipt of the Order, receipt of specimens or receipt of any pre-payment where required.

7.4 Whilst the Company makes every effort to fulfil them, such delivery estimates are subject to 17.1.

7.5 Offers for Goods to be delivered "Ex-stock" are subject to prior sale.

8 PRICES

8.1 The price for the Goods or Services shall be the price quoted on the Quotation, and/or accepted in writing by the Company, or, in the absence of any price being quoted, on the Company's list price ruling at the time the Order was made.

8.2 Until an Order has become binding on the Company all specifications and prices are subject to change without prior notice.

8.3 The Company reserves the right, by giving notice to the Client, at any time before completion of the Services, to increase the price of the Services to reflect an increase in the cost to the Company in executing the Contract due to any factor beyond the reasonable control of the Company (such as, without limitation, any increase in the cost of labour, raw materials, overheads, or currency), any change in completion dates, quantities or specifications for the Goods arising as a result of any error or omission or changes deemed necessary by the Client, or any delay or interruption in the Contract not attributable to the Company.

8.4 Unless otherwise stated in the Contract, all prices are exclusive of value added tax and similar taxes, duties, levies, courier charges, delivery or freight charges and packing costs, which the Client shall be additionally liable to pay the Company.

9 TERMS OF PAYMENT

9.1 Unless otherwise agreed in writing, the Company shall be entitled to invoice the Client on completion of the Goods or Services or, where the Goods or Services are of a long-term nature, on an interim basis from time to time.

9.2 The Company reserves the right, at its option, to require payment in part or in full for the Goods or Services prior to the work being done and reserves the right to withhold any product, certificate, report or test result or until such payment is received.

9.3 Unless otherwise agreed by the Company in the Contract, the terms of payment shall be thirty days from the date of invoice. Receipts for payment will only be issued upon request.

9.4 Payment shall be made in full, without deduction of bank charges, exchange rate fees, etcetera.

9.5 No right of set-off shall exist in respect of any claims by the Client against the Company unless and until such claims are accepted in full by the Company in writing and the Client shall not withhold all or any part of any sum which has become due for payment under the Contract.

9.6 If the Client fails to make any payment due to the Company (whether under the Contract or otherwise) on the due date then, without prejudice to any other right or remedy available to the Company, the Company reserves the right to:-

cancel the Contract so far as any Goods or Services that remain to be performed under it; and

charge the Client interest from time to time (both before and after any judgement) on the amount unpaid, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).

10 RISK

10.1 In the case of Specimens to be delivered at the Company's premises, the risk of damage to or loss of the Specimens shall only pass to the Company at the time when the Specimens are unloaded safely, have been inspected and are in the Company's possession and control.

10.2 Risk, as referred to in Condition 10.1, shall pass back to the Client at the later of ten business days following the date of the Company's final invoice or as specified in Condition 10.5, and the Company shall no longer be responsible for the insurance or storage thereof, save where, and to the extent that, any rules and regulations applicable to the Company provide for or require the Company to store a sample of the Specimens.

10.3 Unless specifically agreed otherwise in writing, it shall be at the discretion of the Company as to whether the Services require destructive testing of the Specimens and in such circumstances, where it determines that this is required, the Company shall have the right to destroy the Specimens (or part of the Specimens).

10.4 Notwithstanding Condition 10.3, specimens may be indelibly marked by the Company for identification purposes, unless otherwise requested by the Client within the Order.

10.5 Without prejudice to any other right of disposal the Company may have under these Conditions, or as agreed with the Client, or as advised in the report, the Company shall have the right to destroy Specimens after thirty days have expired from the completion of the Services.

10.6 When Specimens have not been collected by the Client following a written request from the Company to do so, the Company shall be entitled to render a reasonable charge to the Client for the cost of storing and/or disposal of the Specimens.

10.7 The risk of damage to or loss of Goods delivered shall pass from the Company when the Goods are placed in the post, or collected by the shipping company.

10.8 Provisions for insurance of the Goods, from the time subject of Condition 10.7, shall be agreed between the Client and the Company prior to shipment.

11 RETENTION OF TITLE

11.1 Title in the Specimens or any part of them shall not pass to the Company unless the Client has informed the Company to the contrary before delivering them to it.

11.2 It is the Client's responsibility to deliver the Specimens which form part of the Services and to collect them upon completion of the Services.

11.3 Notwithstanding Condition 11.2, Specimens may be destroyed by the Company after testing has been completed and as advised in the test report or otherwise advised in writing prior to destruction.

11.4 Notwithstanding Conditions 11.2 and 11.3, the Client may request the Company to return the Specimens upon completion of the Services. In such case, the Client shall be liable for costs incurred in packing and shipping the Specimens.

11.5 Title of Goods delivered shall not pass to the Client until the price of such Goods has been paid in full (in cash or cleared funds).

11.6 Under no circumstances shall the terms of a Client's purchase order override this Retention of Title clause.

12 CLAIMS

12.1 Claims for errors, shortages etcetera must be notified within five days of receipt. In the event of Goods damaged in transit, packing materials must be retained for examination; otherwise, no liability can be accepted.

13 WARRANTY

13.1 All Goods delivered by the Company are guaranteed as regards both material and workmanship.

13.2 Any part found defective and returned carriage paid, within twelve months from the date of delivery, will be repaired or replaced at the Company's option free of charge.

13.3 Goods which have been used contrary to the Company's operating instructions or have been subjected to misuse are excluded from this warranty.

13.4 The Company will deliver any repaired or replacement Goods under the terms specified in Condition 13.2 for the unexpired portion of the twelve-month period from the original date of delivery of the replaced Goods.

13.5 Any repaired or replacement Goods will be liable to repair or replacement under the terms specified in Condition 13.2 for the unexpired portion of the twelve-month period from the original date of delivery of the replaced Goods.

13.6 Any Goods which have been replaced will belong to the Company.

13.7 The Company admits no liability for loss, damage or delay consequent on any defect in any Goods supplied by the Company.

14 LIMITATION OF LIABILITY

14.1 Where Specimens are delivered to the Company for the Services to be performed and such Specimens are, under the Contract, returnable to the Client, then if the Company is unable for any reason to return the Specimens to the Client (taking into account Condition 10.3), the Company's liability in respect of the missing Specimens shall not exceed the replacement cost of Specimens of the same description, if available in the Netherlands, or if they are not available there, their cost to the Client.

14.2 Where the Client supplies inconsistent instructions on any matter relating to the Services, the Company shall not be liable for any loss, damage, error or mistake which results from following any of those instructions in good faith.

14.3 Subject to Condition 14.13 the Company shall not be liable to the Client for any loss or damage, whether direct, consequential or otherwise, resulting from any inaccuracy in the results reported, unless caused by the Company's negligence.

14.4 Subject to Condition 14.13 and further to Condition 6.3 and 6.4, the Company shall not be liable to any third parties who rely on the information given in any report produced as part of the Services.

14.5 The Company shall not be liable for any subsequent loss or damage incurred by the Client as a consequence of information delivered in a report or within test results.

14.6 Reports are based on the law, standards, methods, technology and conventional wisdom and knowledge available or current at the time and the Company shall not be liable to the Client for any changes in the same which become available after the date of any such report.

14.7 Any advice or recommendation given by the Company or its employees or agents to the Client or its employees or agents as to the storage, application or use of the Goods which is not confirmed in writing by the Company, is followed or acted upon entirely at the Client's own risk, and accordingly the Company shall not be liable for any such advice or recommendation which is not so confirmed.

14.8 Subject to Condition 14.13 in no circumstances shall the Company be liable to the Client, in contract, tort (including negligence or breach of statutory duty) or otherwise howsoever, and whatever the cause thereof:

for any increased costs or expenses; or

for any loss of profit, business, contracts, revenues or anticipated savings; or

for any special indirect or consequential damage of any nature whatsoever, arising directly or indirectly out of the provision of the Services or any error or defect therein, or of the performance, non-performance or delayed performance of the Company.

14.9 The Client agrees with the Company that, if the Client shall suffer loss or damage as a result of any breach of any of the terms of the Contract by the Company or its servants or agents or as a result of the negligence of the Company or its servants or agents, then the liability of the Company in respect of such loss or damage taking into account Conditions 14.1 to 14.8 shall be limited to the lower of the following:

any pre-payment made by the client: or

the actual amount of any loss or damage suffered by the Client; or

a sum which is equal to ten times the price of the Services charged to the Client; or

the sum of one million pounds (£1,000,000).

14.10 The limitation of the liability of the Company as referred to in Condition 14.9 shall subsist indefinitely notwithstanding the termination or completion of the Contract.

14.11 The Client shall be responsible for arranging any insurance cover and paying all premiums to afford protection in respect of any loss or damage which it may suffer as a result of any breach, failure or negligence upon the part of the Company or its servants or agents as referred to in Condition 14.9.

14.12 The limitation of liability contained in Condition 14.9 shall extend and apply not only to the Company but also to its servants and duly authorised agents.

14.13 The limitation of liability contained in Condition 14.9 shall not apply to any liability of the Company for any death or personal injury arising as a result of the negligence of the Company.

14.14 The Client agrees and accepts that, with regard to the limitation of liability set out in this Condition, such limitation of liability is perfectly fair and reasonable having regard, inter alia, to the following circumstances:

the potential losses which could or might be caused as a result of any breach or negligence, as referred to in this Condition, greatly exceed and are wholly disproportionate to, the amount which is being charged by the Company to the Client in respect of the Services referred to in the Contract; and

the Company is anxious to keep its prices in respect of the Services it provides to as low a level as reasonably possible for the benefit of the Client and all the Company's other Clients; and

the Company and the Client regard the level of insurance cover held by the Company as being adequate and reasonable, and acknowledge that the cost of additional insurance cover would be disproportionately expensive, given the nature of the Services and the prices being paid by the Client.

14.15 If the Client wishes to pay a higher price for the Services, so that the Company may accept a higher level of liability, the Client shall advise the Company accordingly, before placing the Order.

15 INDEMNITY

15.1 The Client shall indemnify the Company against all claims relating to or arising from the Services delivered to the Client by the Company in respect of any loss, damage or expense sustained by any third party howsoever caused save for death or personal injury caused in whole or in part by the Company's negligence.

15.2 The Client shall indemnify the Company in respect of all legal administration and other costs and expenses resulting from any breach by the Client of these Conditions or the Contract or its lawful termination by the Company.

15.3 The Client shall indemnify the Company and its sub-contractors against all claims, damages, costs, penalties and expenses incurred by the Company or its sub-contractors to which the Company may become liable if any work done in accordance with the Client's specifications or requirements involves an infringement of a registered design, trademark, patent or other intellectual property right.

16 DEFAULT OR INSOLVENCY OF CLIENT

16.1 Condition 16 applies if:

the Client makes any voluntary arrangement with his creditors or becomes subject to an administration order or becomes bankrupt; or (being a Company) goes into liquidation (other than for the purposes of amalgamation or reconstruction); or

an encumbrancer takes possession, or a receiver is appointed to take possession, of any of the property and assets of the Client; or

the Client ceases, or threatens to cease, to carry on business; or

the Company reasonably apprehends that any of the events mentioned above is about to occur in relation to the Client and notifies the Client accordingly.

16.2 If Condition 16 applies then, without prejudice to any other right or remedy available to the Company, the Company shall be entitled to cancel any uncompleted Contract forthwith and to withdraw any certificate, report or test results that have been awarded or offered.

16.3 In the event of an occurrence as outlined in Condition 16.1, then the Client shall indemnify the Company against all loss including loss of profit, costs (including the costs of labour and materials used and overheads incurred) and all other expenses and damaged connected with the Contract and its cancellation.

16.4 If the Client shall become aware that any of the circumstances mentioned in Condition 16.1 has or is likely to occur, then the Client shall inform the Company of the occurrence or likely occurrence of such event immediately.

17 FORCE MAJEURE

17.1 The Company shall not be liable to the Client or be deemed to be in breach of the Contract by reason of any delay in performing, or failure to perform, any of the Company's obligations in relation to the Contract if the delay or failure was due to any cause beyond the Company's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond the Company's reasonable control:

Act of God, explosion, flood, tempest, fire or accident;

war or threat of war, sabotage, civil disturbance or requisition;

acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;

import or export regulations or embargoes;

strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Company or a third party);

difficulties in obtaining raw materials, labour, fuel, parts or machinery;

power failure or breakdown in machinery;

lack of co-operation by the Client.

18 INTELLECTUAL PROPERTY

18.1 Any certificate, report or test results, design, photograph, specification or data delivered to the Client in accordance with the Contract shall remain the property of the Company.

18.2 All intellectual property including but not limited to copyright in any certificate, report, test results, design, photograph, specification, data or other written material produced by the Company shall belong to the Company and shall not, save as specifically agreed otherwise in writing, be reproduced or copied in whole or in part.

18.3 All intellectual property, including patents, designs, drawings, technical information, test data, and other data produced by the Client in respect of the Client's product(s), shall remain the sole property of the Client. Use of Client IP by the Company for any purpose other than service delivery, maintenance of accreditation, and legal processes requires prior written consent from the Client.

19 SUBCONTRACTING

19.1 The Company reserves the right to subcontract the fulfilment of the Order or any part of it.

19.2 The Company shall, subject to these Conditions, be responsible to the Client for the actions and omissions of the subcontractor, save where the Client or a regulatory authority has specified which subcontractor is to be used.

19.3 The Company shall maintain a register or all subcontractors that it uses for testing Services and a record of the evidence of compliance of such subcontractors with requirements of regulatory bodies.

19.4 Where any part of the Services is performed by any person as subcontractor or agent for the Company, these Conditions shall, mutatis mutandis, apply in respect of the work or services performed by that person.

20 LOAN OR HIRE

20.1 If the Service comprises or includes the loan or hire of the Goods or Specimens from the Company by the Client during a period of time specified in the Order, the Client shall use the Goods or Specimens during the loan or hire period in accordance with the following conditions.

20.2 The Goods or Specimens shall not be altered nor tampered with, nor shall any item be affixed thereto, except with the prior written agreement of the Company.

20.3 The Client shall use all reasonable care in handling the Goods or Specimens and shall take all reasonable precautions to protect the Goods or Specimens from damage or contamination and shall permit representatives of the Company to inspect the Goods or Specimens at all reasonable times.

20.4 The Client shall notify the Company of any failure of the Goods or Specimens to function correctly and, if required, shall despatch the Goods or Specimens, at the expense and risk of the Client, to the Company's premises, whereupon, provided that the said failure is not due to misuse or neglect of the Goods or Specimens by the Client:

20.4.1 The Company shall repair the Goods or Specimens at the Company's expense and shall return the Goods or Specimens at the expense and risk of the Company to the Clients premises; and

20.4.2 No loan or hire charge shall be payable by the Client hereunder in respect of the period of time commencing on the day on which the Client notifies the Company of the said failure and expiring at the end of the day on which the Client receives the Goods or Specimens repaired by the Company.

20.5 The Client shall insure the Goods or Specimens against any loss or damage thereto (including accidental damage), whilst they are on the Client's premises or otherwise under the control of the Client, by insurance with a reputable office in the sum specified by the Company in the Order in the joint names of the Client and the Company and shall furnish proof thereof to the Company on request.

20.6 The Client shall ensure that the Goods or Specimens are returned to the Company in their original condition (except for fair wear and tear, or for the effects of testing conducted by the Client as specified in the Order).

20.7 The Goods or Specimens shall at all times remain the property of the Company and the Client shall not cause or suffer any name-plate or identification mark affixed thereto to be removed or defaced.

20.8 The Client shall not sub-let the Goods or Specimens, nor create any lien on the Goods or Specimens and shall protect the same against distress or other legal process.

20.9 At the end of the loan or hire period or on earlier termination of the Order, the Client shall deliver the Goods or Specimens at the expense and risk of the Client to the Company's premises, in default whereof the Company shall be entitled itself or by its agents to enter upon the Clients premises and remove the Goods or Specimens therefrom without liability for any damage necessarily incurred thereby or for the cost of making good the said damage, except where such damage results from the negligence of the Company, its employees or agents.

20.10 In the event that the Goods or Specimens, when received at the Company's premises at the conclusion of the loan or hire period or on earlier termination of the Order, are found not to be in good working order, the Client shall, in addition to all other payments to the Company under this Agreement, pay the Company's charges for repair of the Goods or Specimens (including the cost of any necessary replacement parts) or, if such repair is uneconomic, the cost of replacement of the Goods or Specimens.

21 TERMINATION

21.1 The Company may, by written notice, terminate the Contract immediately if the Client is in material breach of the Contract.

21.2 Termination of the Contract howsoever arising is without prejudice to the rights, duties and liability of either the Client or the Company accrued prior to termination. The Conditions which expressly or by implication have effect after termination will continue to be in force notwithstanding termination.

22 GENERAL

22.1 Any typographical, clerical or other error or omission in any sales literature, Quotation, price list, acknowledgement or Order, invoice, website or other document issued by the Company shall be subject to correction without any liability on the part of the Company.

22.2 Any notice or report required or permitted to be given by either party to the other under these Conditions or Services shall be in writing addressed to that other party as its registered office or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice or report.

23 JURISDICTION

23.1 The Contract shall be governed by the laws of the Netherlands and, for the purposes of settlement of any disputes arising out of or in conjunction with these Conditions or the Contract the parties hereby irrevocably submit themselves to the exclusive jurisdiction of the courts of the Netherlands.