

Quotation

Quotation No: SH-20-59

Company: Public Health England	Date Issued: 17 th September, 2020
Address: High Containment Microbiology National Infection Service 61 Colindale Avenue London NW9 5EQ	Validity: 30 days from issue
	Delivery: TBC
	Payment Schedule: 40% with order 50% on delivery 10% on commissioning or 3 months after delivery, whichever is sooner

JEOL Flash Camera for JEM-1400 Transmission Electron Microscope

Item	Description
1	EM-14661FLASH
2	Limitless Panorama Software
3	Picture Overlay Software
4	Cover Plate
5	Delivery, Installation & Full on-site training course
6	12 months warranty

<i>List Price, excluding VAT:</i>	██████████
Current Customer Discount:	██████████
Final Price, excluding VAT:	£59,856

Conditions of Sale

1. The price quoted includes delivery.
2. The price quoted excludes VAT.
3. Payment is due within 7 days of invoice date.
4. This quotation supersedes all previous quotations.
5. This quotation is full and complete. Amendments, additions, deletions or cancellations are only valid if agreed in writing. JEOL (UK) Ltd will not accept any verbal alterations as binding except where confirmed in writing.
6. All goods remain the property of JEOL (UK) Ltd until final payment is received in full.
7. Please also refer to general terms and conditions overleaf on pages 3 & 4.

For and on behalf of JEOL (UK) Ltd



██████████ – Electron Optics & Analytical Instruments
Southern England & Distributors



JEOL (U.K) LIMITED ("JEOL")
TERMS AND CONDITIONS OF SALE

1. General

- (a) "Buyer" means the purchaser of any products ("Products") from JEOL. "The Contract" means the contract of sale of products between JEOL and Buyer.
- (b) Except where inconsistent herewith, Incoterms (2020 Edition as amended from time to time) shall apply to the Contract if the Contract specifies fob, fas, cfr, cif or some other trade term.
- (c) Subject only to any written terms and conditions on JEOL's sales quotation, all orders are accepted on these terms and conditions to the exclusion of any other terms or conditions including any stated or referred to on Buyer's order, unless otherwise specifically agreed in writing. Performance of the Contract by JEOL (in whole or part) shall not constitute acceptance of any other terms and conditions. Buyer's acceptance of any Products shall constitute acceptance of these terms and conditions.
- (d) All JEOL goods are offered subject to an export licence being granted by the Japanese Government, in accordance with applicable Japanese laws from time to time in force.
- (e) In case any one or more of the provisions contained in these conditions shall be illegal, invalid or unenforceable in any respect under any law or regulation such provisions shall be severed from and shall not affect or impair the validity, legality and enforceability of the remaining provisions hereof.
- (f) The Contract is for the benefit of JEOL and Buyer and is not intended to benefit or be enforceable by anyone else. JEOL and Buyer may agree or exercise any right to vary, waive or terminate the Contract or any part of it without reference to or consent of anyone else.

2. Terms of Payment

- (a) Time for payment under the Contract or for the making of any arrangements relating to payment shall be of the essence. Without prejudice thereto, if any monies payable under the Contract are not paid when due, interest will be payable at the rate of 3% over the base rate for the time being of National Westminster Bank PLC. All payments due from Buyer shall be made free and clear from any deduction, set-off or counter-claim.
- (b) Buyer shall pay and indemnify JEOL against VAT and any and all other taxes, duties and charges relating to the sale of the products.
- (c) Buyer shall on demand reimburse JEOL for any increase after the date of the contract in freight rates, bunker, currency, congestion or other surcharges, taxes, customs duties, export and import surcharges or other governmental charges or insurance premiums (including those for war and strikes, riots and civil commotion risks) incurred by JEOL and for any new or additional such charges or payments arising after the date of Contract.

3. Risk and Title

Risk of loss of or damage to Products shall pass to Buyer upon delivery to Buyer's site. Title to Products shall remain in JEOL until Buyer has paid for them in full in cleared funds. Buyer shall not do anything to prejudice, and shall at its expense do all such things as JEOL may deem necessary for the protection of, its interest in the Products..

4. Delivery, Installation and Acceptance

- (a) Buyer shall provide equipment for unloading at the place of delivery and where installation is by JEOL, Buyer shall at its expense provide and be responsible for (i) free access to the premises, (ii) storage for the Products prior to installation, (iii) all necessary labour and materials for plumbing, carpentry, conduit wiring, air conditioning and other electrical services, (iv) any special rigging, construction or structural changes, and (v) any special work to comply with requirements of any government authority.
- (b) Shipping and delivery dates are estimated on the basis of prompt receipt of all necessary information by JEOL. If Buyer delays in furnishing complete information, JEOL may extend such dates. Without prejudice to Clause 5 if delivery or installation of any products is delayed for any reason for which JEOL is not responsible, any payment due on completion of installation shall become due 30 days after date of delivery or tender of delivery of the Products.
- (c) Partial shipment or delivery shall be permitted and Buyer agrees to accept and pay for each such shipment or delivery as provided herein. Failure or defects in any such shipment shall not entitle Buyer to treat such failure or defects as a repudiation of this Contract as a whole.
- (d) Products shall be deemed accepted by Buyer (i) 30 days after delivery unless notice of defect or non-conformity is received by JEOL before then or (ii) (where JEOL agrees in writing to provide installation) upon completion by JEOL of applicable acceptance tests or (iii) (if earlier) upon Buyer's execution of JEOL's acceptance form or upon any use of such Product by Buyer, its agents, employees or licensees for any purpose.

JEOL (U.K.) Ltd.

JEOL House, Silver Court, Watchmead, Welwyn Garden City, Herts. AL7 1LT United Kingdom

Telephone: +44 (0)1707-377117 Facsimile: +44 (0)1707-373254

Email: uk.sales@jeoluk.com www.jeoluk.com

5. Force Majeure

If performance by JEOL of any obligation is prevented by force majeure directly or indirectly affecting JEOL or any other person connected with the sale, manufacture, supply, shipment or delivery of the Products (including, but not limited to, act of God, flood, earthquake, fire, perils of the sea, war or threat of war, civil commotion, strikes, other labour disputes, accident or breakdown of machinery, plant, transportation or loading facility, governmental request, guidance, order or regulation, unavailability of transportation or loading facilities, shortage or lack of fuel, water, electric current, other public utility, or raw material, substantial change of the international monetary system, or any other cause or circumstance beyond the reasonable control of JEOL) then JEOL shall not be liable for loss or damage, or for failure or delay in performing its obligations under the Contract and may, at its option, extend the time of shipment or delivery of the Products or cancel unconditionally and without liability the unfulfilled portion of the Contract to the extent so affected.

6. Warranty, Exclusions and Limitations

- (a) Products manufactured by JEOL Ltd are warranted for a period of one year from the date of Buyer's acceptance against defects in workmanship and materials, but excluding (i) damage through misuse or accident on the part of Buyer, (ii) Products which have been modified by Buyer and (iii) non-JEOL Products, which are subject to the warranty and service policies of the manufacturer only. JEOL reserves the right to repair or replace the Products or any components at its sole discretion.
- (b) Save as aforesaid and save insofar as the exclusion or restriction of liability is absolutely prohibited by Sections 2(1), 6(1) and 6(2) of the Unfair Contract Terms Act 1977 and save for any liability in respect of fraud:
- (i) no statutory or other warranty, condition, description or representation of any kind on the part of JEOL, including (but not limited to) any such as to satisfactory quality or the fitness for purpose of the Products, is given or to be implied by the Contract or from anything said or written by JEOL or its representatives prior to the Contract, and
 - (ii) JEOL shall be under no liability however arising (including, but not limited to, liability arising from JEOL's negligence or that of any person for whom JEOL is vicariously liable) in respect of any loss injury or damage of any kind arising out of the Products or their use or operation; and
 - (iii) Without prejudice to the foregoing JEOL's total liability for any claims of Buyer for which JEOL may be liable shall not exceed the price of the Products with respect to which such claim is made. JEOL shall not in any circumstances be liable to Buyer for any incidental, consequential or special loss or damage; and
 - (iv) JEOL shall not be responsible to Buyer, and Buyer waives any claim against JEOL for, any alleged infringement of patent, utility model, design right, trademark or any other industrial property right or copyright in connection with the Product.

7. Buyer Default

If Buyer shall be in breach of any of its obligations to JEOL under the Contract or otherwise or if Buyer shall at any time become bankrupt or make any composition or arrangement with or for the benefit of creditors or, Buyer being incorporated, if any resolution or petition for winding up shall be passed or presented or if an administrator or administrative receiver or receiver of all or part of Buyer's undertaking property or assets shall be appointed or if Buyer shall be or be deemed insolvent or unable to meet its commitments promptly as and when due or if any other event shall occur which in JEOL's opinion impairs Buyer's ability to perform its obligations then in any such event (or the equivalent in Buyer's country of domicile) JEOL may (without prejudice to any other right or remedy) forthwith:-

- (i) Determine the Contract in whole or in part by written notice or suspend or defer delivery or shipment of any Products or performance of any of JEOL's obligations; and/or
- (ii) Repossess any Products in which property has not yet passed to Buyer and for this purpose enter upon any premises of Buyer; and/or
- (iii) Demand immediate payment of the price of the Products and all other sums owing to JEOL whereupon the same shall become immediately due and payable; and/or
- (iv) Re-sell all or any Products without further notice to Buyer upon such terms and conditions as JEOL may in its discretion determine.

8. Law and Arbitration

The Contract shall be governed by and construed in accordance with English law. Any dispute arising out of or relating to the Contract shall be settled by arbitration in London in accordance with the Arbitration Acts 1996 or any statutory modification or re-enactment thereof for the time being in force. The decision of any arbitral tribunal(s) shall be final and binding upon the parties.

JEOL (U.K.) Ltd.

JEOL House, Silver Court, Watchmead, Welwyn Garden City, Herts. AL7 1LT United Kingdom

Telephone: +44 (0)1707-377117 Facsimile: +44 (0)1707-373254

Email: uk.sales@jeoluk.com www.jeoluk.com