

## **METNANO LIMITED STANDARD TERMS AND CONDITIONS OF SALE OF PRODUCT**

### **1. GENERAL:**

These terms and conditions along with any modifications or additions contained in an accompanying Written Proposal represent the only terms and conditions under which MNL Limited (MNL) will offer to undertake the supply of Product. All other written, printed or standard terms whether issued by “the Purchaser” or otherwise are hereby expressly excluded. No other terms or conditions shall be incorporated into any Contract resulting from any offer unless expressly agreed to in writing by an authorised representative of MNL.

### **2. THE OFFER:**

This covers the supply and delivery of a volume and specification of Product selected by “the Purchaser” from the standard specification and pricing schedule as published on the Metnano.com website or otherwise detailed in a “Written Proposal” agreed in writing by an authorised representative of MNL.

### **3. VALIDITY PERIOD:**

The price for a website purchase will be held firm from the date of payment for the order. Any other “Written Proposals” will remain valid and open for acceptance for a period of 14 days from the date of issue of the Proposal unless otherwise agreed in writing or withdrawn earlier by MNL.

### **4. ACCEPTANCE OF OFFER AND DELIVERABLES:**

A “Written Proposal” offer can only be accepted by the Purchaser in writing during the validity period. Any and all deliverables supplied by MNL shall be deemed to have been accepted by the Purchaser within 10 days of delivery of the same unless specifically rejected by the Client in writing within this period and returned to MNL.

### **5. PAYMENT:**

Unless otherwise agreed by MNL the Purchaser will pay in advance for the product to be shipped via the website payment facility or by BACS transfer. In the event of late payment MNL shall be entitled to charge interest on any outstanding monies at the rate of three percentage points over and above the highest Lloyds Bank published base lending rates for the period concerned.

### **6. SEPARABILITY OF PAYMENT:**

Where the contract of supply arising from a “Written Proposal” includes for the making of stage payments, each invoice in respect of such shall be accepted and paid in advance independently of any preceding or following invoice. In the event of non-payment of any invoice for any reason, such non-payment will not limit or affect the Purchaser’s contractual obligation to pay any other invoices when contractually due.

### **7. RIGHT TO USE:**

The Purchaser’s right to use the Product as extended under clause 12 (ii) below shall only be conferred by MNL upon full and final payment of all monies due.

### **8. PROPERTY RISK AND ACCOUNT OF PROFITS:**

- i) Title in Goods will not pass to the Purchaser until the full purchase price for those Goods has been received by MNL. Title remains with MNL until payment is complete. Risk for the goods passes on delivery to the purchaser.
- ii) If the Purchaser sells the Goods on to its own customers in any form, either as purchased from MNL or forming a component part of a larger Good, and any amount of the purchase price payable to MNL remains outstanding, the Purchaser must account to MNL for the proceeds of such a sale. The Purchaser is then required to hold such proceeds on trust for MNL until payment has been received in full by MNL.
- iii) MNL reserves the right to trace all proceeds under the principles of *Re Hallett's Estate* (1880) 13 Ch D 696. Once the payment date has passed, if any sums remain outstanding, MNL has the right to enter the Purchaser's premises and remove any Goods which, by virtue of sub-Clause 8.1, remain the property of MNL.

#### **9. TERMINATION FOR CONVENIENCE:**

In respect of product supplied under an order placed against a Written Proposal. The Purchaser may at any time terminate the contract for supply of Product by giving MNL written notice to such effect. In such event the Purchaser will pay MNL, and MNL shall accept in settlement of all claims in respect of the Product supply, such sums as shall reasonably compensate MNL for all product supplied in the performance of the order prior to its termination . (See returns policy clause 15 below)

#### **10. WITHDRAWAL OR CANCELLATION:**

Irrespective as to whether the order is placed via the website or against a Written Proposal MNL shall have the right to withdraw any offer or cancel any unfulfilled part of any contract arising therefrom if the Purchaser makes any agreement with creditors compounding debts or (not being a Limited Company) commits any act of bankruptcy or is adjudicated bankrupt or (being a Limited Company) enters into Liquidation whether compulsory or voluntary except for the purpose of reconstruction or amalgamation without prejudice to any claim that MNL may have in respect of any breach of obligations by the Purchaser prior to such cancellation.

#### **11. CONFIDENTIALITY:**

Unless otherwise agreed, the Client shall not disclose any MNL information, know-how or expertise made known to the Purchaser either before or as a result of the supply of product unless published in a public forum.

#### **12. PROPERTY RIGHTS AND EXPLOITATION:**

Unless otherwise agreed all intellectual property rights embodied in the Product shall belong to MNL PROVIDED ALWAYS and notwithstanding any agreement to the contrary that:

- i) any intellectual property owned by the Purchaser on or before commencement of the supply of Product will belong to the Purchaser, and
- ii) the Purchaser shall be entitled to use the Product including associated general know-how or competence learned from MNL solely for development, manufacture and research of their own technology and products and to any additional extent

detailed in the Proposal. The Purchaser understands that save as aforesaid nothing in these terms shall be deemed to extend or grant any form of licence in respect of MNL's intellectual property rights.

### **13. UNDERTAKING:**

MNL undertake in good faith to supply the Product in accordance with the published Product specification supplied with the Product to the best ability of its staff and to endeavour (subject to modification of requirements) to complete the supply of Product in the time and for the price quoted.

### **14. WARRANTY:**

MNL warrants that the goods supplied hereunder are in accordance with the published specification sheet as supplied with the Product. Save as aforesaid all other conditions guarantees or warranties as to quality fitness for purpose or description are hereby excluded. Specifically MNL makes no warranty or representation, express or implied, as to the properties, capabilities or safety of the Materials other than defined in the specification sheet.

MNL makes no warranty or representation that the Product does not and will not infringe the intellectual property of a third party. MNL hereby excludes to the fullest extent permitted by law any liability arising (whether directly or indirectly) from any action, claim, proceedings, demands, losses (including but not limited to loss of profit), costs, awards damages and payments made by the Purchaser arising from a claim by a third party that the use of the Materials for the purposes of the client or otherwise infringes the intellectual property of the third party.

### **15. RETURNS POLICY:**

MNL aims to always provide high quality Goods that are fault free and undamaged. On occasion however, goods may need to be returned. Returns are governed by these Terms and Conditions.

- i) If the Purchaser receives Goods which do not match those ordered, unless accompanied by an explanatory note detailing the changes, stating reasons for the changes and setting out your options, the Purchaser should contact us within 10 working days to arrange collection and return. MNL is not responsible for paying shipment costs. The Purchaser will be given the option to have the Goods replaced with those ordered (if available) or to be refunded through the payment method used when the Goods were purchased. Refunds and replacements will be issued upon our receipt of the returned Goods.
- ii) If any Goods purchased are not in accordance with the accompanying analysis data when they are delivered, the Purchaser should contact MNL within 10 working days to arrange collection and return. MNL is not responsible for paying return shipment costs. Goods must be returned in their original condition with all packaging and documentation. Upon receipt of the returned Goods, the price of the Goods, as paid including shipment, will be refunded through the payment method used when the Goods were purchased.
- iii) If Goods are damaged in transit and the damage is apparent on delivery, the Purchaser should sign the delivery note to the effect that the goods have been

damaged. In any event, such damage should be reported to MNL within 10 working days and arrange collection and return. MNL is not responsible for paying return shipment costs. Upon receipt of the returned Goods, the price of the Goods, as paid including shipment, will be refunded through the payment method used when the Goods were purchased.

- iv) If the Goods have been dispatched or have reached you, but the Purchaser decides that they are no longer required, the Goods can be returned to MNL within 10 days of receipt. Goods can only be returned for this reason if their packaging remains unopened and the Goods can be re-sold, as new, without any additional work on the part of MNL. The Purchaser is responsible for paying shipment costs if Goods are returned for this reason.
- v) If the Purchaser wishes to return Goods to MNL for any of the above reasons, please contact us using the details on [info@MNL.com](mailto:info@MNL.com) to make the appropriate arrangements.
- vi) MNL reserves the right to exercise discretion with respect to any returns under these Terms and Conditions. Factors which may be taken into account in the exercise of this discretion include, but are not limited to:
  - 1.a.1 Any use that you may have already had out of the Goods;
  - 1.a.2 Any characteristics of the Goods which may cause them to deteriorate or expire rapidly;
  - 1.a.3 The fact that the packaging has been opened;

Such discretion to be exercised only within the confines of the law .

#### 16. **LEGAL LIABILITY:**

MNL's liability for any and all direct loss or damage resulting to the Purchaser from defects in the goods supplied or any other cause shall be limited to the price payable by the Purchaser for the goods and in respect of or in relation to which such loss or damage is claimed. Subject as aforesaid MNL shall be under no liability in contract or in tort for any loss or damage or personal injury arising directly or indirectly out of the supply, application or use of the Product other than death or personal injury resulting from the negligence of MNL within the meaning of Section 1 of the Unfair Contract Terms Act 1977 (or any statutory re-enactment thereof).

It is a specific condition of the supply of the Product by MNL that the Client warrants through its acceptance of these terms and conditions that the Product will not be used for or incorporated in devices or materials for use in vivo. MNL excludes any and all liabilities howsoever arising from the Clients misuse of the Product including but not limited to the use of the Product in vivo.

#### 17. **PRICES:**

The Prices quoted are Ex-works Packed for mail shipment. Specialised Packing, delivery and insurance will be agreed in advance and charged extra.

#### 18. **INTERNATIONAL CUSTOMERS:**

If Goods are being ordered from outside MNL's country of residence (UK), import duties and taxes may be incurred once the Goods reach their destination. MNL is not responsible for these charges and we undertake to make no calculations or estimates in this regard. If a Purchaser buying internationally, they are advised to contact their local customs authorities for further details on costs and procedures. The Purchaser of the Goods will also be the importer of record and as such should ensure that the purchase is in full compliance with the laws of the country into which the Goods are being imported. Please be aware that Goods may be inspected on arrival at port for customs purposes and MNL gives no guarantee that the packaging of the Goods will be free of signs of tampering.

The SITC Rev.4 code for colloidal Silver and precious metals is 524.32

UK Trade Tariff number for Colloidal Silver and precious metals is 28-43-101000

**19. RIGHTS OF THIRD PARTIES:**

No person or entity shall have any rights in relation to any contract arising from a purchase, whether as third parties under the Contracts (Rights of Third Parties) Act 1999 or otherwise, save the parties to the contract.

**20. VAT:**

All prices quoted are exclusive of VAT which shall be charged to the extent and in the manner appropriate at the time of invoicing.

**21. LAW:**

Unless otherwise agreed any offer and these appended terms are subject to English Law and all claims under any contract/purchase order arising therefrom shall be settled by reference to the English Legal System in England.

**22. ARBITRATION:**

Any contractual dispute between the Purchaser and MNL shall as far as possible be settled amicably. Failing amicable settlement, such difference or dispute shall be settled by arbitration by an arbitrator to be agreed by the Purchaser and MNL, or, in default of agreement, to be appointed by the President of the Chartered Institute of Arbitrators.