

CUSTOMER:
SCIENCE & TECHNOLOGY
HARWELL SCIENCE & INNOVATION CAMPUS
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Date 23/11/2007

ASTM Spec **760**

Ingot Number **SCH01B**

Material **CSM WS-3 TUNGSTEN SHEET**

Part No **50MM X 50MM X 3MM**

Quantity **20**

Customer Order No **4155406**

CERTIFICATE OF MATERIAL ANALYSIS

ACTUAL RESULTS

AL=	0.0001	%
C<	0.0011	%
CA<	0.0001	%
CR=	0.0006	%
CU<	0.0001	%
FE=	0.0013	%
MG<	0.0001	%
MN<	0.0001	%
NI=	0.0011	%
PB<	0.001	%
SI=	0.0001	%
SN<	0.0001	%
TI<	0.0007	%
W>	99.95	%

MAXIMUM SPEC

AL=	0.002	%
C<	0.005	%
CA<	0.003	%
CR=	0.002	%
CU<	0.002	%
FE=	0.003	%
MG<	0.002	%
MN<	0.002	%
NI=	0.003	%
PB<	0.002	%
SI=	0.002	%
SN<	0.002	%
TI<	0.002	%
W>	99.95	%

Quality Assurance Technician David Ledbury 



TERMS AND CONDITIONS

1. General

- 1.1 All orders are accepted subject to the following conditions, which shall form part of and govern the Contract of Sale. Any variation of these conditions, in any document of the Buyer, is inapplicable unless accepted in writing by the Vendor.
- 1.2 No variation may be made to the Contract of Sale except by agreement in writing between both parties.
- 1.3 The goods are manufactured in accordance with the designs, drawings and specifications submitted or approved by the Buyer and no responsibility will be accepted by us for the failure of goods due to faulty design. Any alteration found necessary to correct such faults will be subject to extra charge.

2. Quotation and Acceptance of Orders

- 2.1 The placing of an order, following the Vendor's quotation, shall not be binding on the Vendor, unless and until accepted by the Vendor.
- 2.2 In the event of the Buyer's order forms containing special printed conditions, the order will be accepted for the goods quoted on the distinct understanding that such printed conditions are binding, only as far as they are not at variance with these conditions.
- 2.3 Additions or alterations to orders, however made, shall not be binding on the Vendor until confirmed by the Vendor.

3. Cancellation

- 3.1 Orders accepted by the Vendor cannot be cancelled except without the Vendor's written consent, and only on terms which indemnify the Vendor against loss.

4. Prices

- 4.1 All list prices, estimates and orders are accepted subject to revision in the event of increase in the cost of materials, labour, etcetera or other circumstances arising before the completion of the orders which may render such action necessary.
- 4.2 All prices are exclusive of United Kingdom Value Added Tax (UK V.A.T.) unless otherwise specifically stated.

5. Payment

- 5.1 Except where otherwise agreed, payment must be made to the Vendor's address, stated on this invoice, within 30 days from the date of despatch. We reserve the right to charge an additional one percent (1%) of the total invoice for payments made after 30 days. We reserve the right to charge an additional two percent (2%) per month, of the total invoice, for payments made after 60 days.
- 5.2 Where partial deliveries are made, the Buyer shall be obliged to pay for each delivery separately, if the Vendor invoices these deliveries.
- 5.3 Unless otherwise agreed, the Buyer shall not be entitled to exercise any right of or set-off or counter claim against monies owed to the Vendor for goods invoices and delivered to him.

6. Determination of Contract

- 6.1 If the Buyer shall make fault in or commit a breach of the Contract or any other of his obligations to the Vendor, or if any distress or execution shall be levied upon the Buyer's property or assets, or if the Buyer shall make or offer to make arrangements or composition with creditors, or commit an act of bankruptcy, or if any petition or receiving order in bankruptcy shall be presented or made against him, or if the Buyer is a Limited Company and any resolution or petition to wind up such company's business shall be passed or presented, or if a receiver of such company's undertaking, property or assets of any part thereof shall be appointed, the Vendor shall have the right by written notice to the Buyer to determine this and/or any other Contract then subsisting between the Buyer and the Vendor, and/or to suspend further deliveries of goods under this and/or any other contract between the Buyer and the Vendor, such right shall be without prejudice to any other claim or right the Vendor may otherwise make or exercise.

7. Notices

- 7.1 Notices required to be given to the Vendor must be sent to the address stated on the front of this document. Notices required to be given to the Buyer will be sent to the address stated on the front of this document. Notices required to be given to the Buyer will be sent to the address specified by the Buyer for consignment of the goods unless a different address is specified for this purpose by the Buyer.

8. Delivery

- 8.1 Delivery dates quoted are from the date of receipt, by the Vendor, of a written order from the Buyer. Dates for delivery are given in good faith but are not guaranteed and we accept no responsibility for delay caused by Strikes, Lock-Outs, Breakdowns, and other circumstances beyond our control. If the Buyer's instructions or lack of instructions cause delay in manufacture we shall require an extension of the delivery time originally agreed.
- 8.2 If no time is stated, goods will be delivered as soon as they are ready.
- 8.3 Time of delivery, whether expressly stated or not, shall not be deemed to be of the essence of the Contract of Sale.
- 8.4 The Vendor shall not be liable for any loss or damage, whether direct or indirect, or consequential, or in whatsoever way arising, which is, or might be occasioned to the Buyer or to the Purchaser from him or customer of his arising out of, or in any way due to any delay or default on delivery of any goods under the Contract however caused.
- 8.5 In the case of partial deliveries, the Buyer shall not be entitled to treat the delivery of faulty goods or late delivery of any one partial delivery as a repudiation of the whole contract.

9. Transit

- 9.1 *Damage*

The goods shall be at the risk of the Buyer as soon as they are delivered to the delivery address (unless agreed otherwise beforehand). We will repair or replace goods damaged in transit provided the Carrier and ourselves receive written notification within three days of delivery and nothing has been done which could invalidate any claim we may have against the Carrier or other parties. Shortages from deliveries must be similarly notified.

The Vendor shall have no other liability whatsoever including consequential loss in respect of goods either rejected by the Buyer or delivered in a damaged condition or are lost in transit.
- 9.2 *Ownership*

Should the Buyer default in any payment, when due, the Vendor will be entitled to repossess all goods held by the Buyer which are still the Vendor's property (without prejudice to any other right or remedy arising out of such default in payment) and for this purpose the Vendor will be entitled to enter upon land or buildings on or in which the goods may be situated and to remove same. All costs incurred in repossessing the goods shall be borne by the Buyer.
- 9.3 Any goods so repossessed shall be sold and the proceeds of the sale set-off against the amounts due to the Vendor by the Buyer. Any balance remaining, of the proceeds of sale, shall be paid to the Buyer. If the said proceeds of sale are not sufficient the Buyer shall still remain liable.

10. Specification

- 10.1 References to sheet size, width, thickness etcetera are approximate only and are subject to normal trade tolerances.

11. Patents

- 11.1 The Buyer shall indemnify the Vendor against all damages, penalties, costs and expenses to which the Vendor may be liable as a result of work done in accordance with the Buyer's specification, which involves the infringement of any letters patent or registered design.

12. Law

- 12.1 These Conditions and the Contract shall be subject to and constructed in accordance with English Law and the Buyer is deemed to submit to the non-exclusive jurisdiction of the High Court of Justice of England.