

## TERMS AND CONDITIONS

### Definitions

In these conditions the following terms shall have the following meanings:

**Company:** means Scipac Limited of Broadoak Enterprise Village, Broadoak Road, Sittingbourne, Kent.

**Customer:** means the customer of the Company.

**Contract:** means any contract for the sale of Goods by the Company to the Customer.

**Goods:** means any goods forming the subject of this contract including parts and components of or materials incorporated in them.

**Price:** means the price as detailed on the order form.

**Working Day:** means any day other than a Saturday or a Sunday on which banks generally are open for business in London.

### 1. Formation of Contract

**1.1.** These General Terms and Conditions of Sale cannot be varied without the written consent of the Company.

**1.2.** No order resulting from any quotation, pro forma invoice, price list or similar document made or issued by the Company shall be binding unless and until accepted by the Company on its printed Acknowledgement of Order Form. Subject to written acceptance by the Company, the Company shall not be bound by any conditions or warranties contained in the order form or any other documents of the Customer. Orders accepted by the Company cannot be cancelled by the Customer.

**1.3.** The Contract shall be governed by English law and the Customer consents to the exclusive jurisdiction of the English courts in all matters regarding it except to the extent that the Company invokes the jurisdiction of the courts of any other country.

**1.4.** These conditions over ride and take the place of any other terms or conditions from or referred to by the Customer.

### 2. Prices and Quotations

**2.1.** Prices of items shown in the Company's printed promotional material are subject to alteration without notice.

**2.2.** Goods will be invoiced at the price on the date of dispatch. All prices quoted are exclusive of VAT, (or other taxes) postage and packaging.

**2.3.** All quotations issued by the Company for the supply of goods shall remain open for acceptance for the period stated in the quotation or, if none are stated, for sixty days.

**2.4.** The Company is entitled to adjust the price stated to take account of clerical errors or any changes in specification or quantity.

**2.5.** The Company shall have the right in respect of any uncompleted portion of the Contract, to adjust its prices for any increase in costs of any kind arising for any reason after the date of the Contract.

**2.6.** Price changes shall take effect on the date of service on the customer of notice of the change.

### 3. Payment

**3.1.** All payments to be made by the Customer to the Company shall be made in immediately available funds on or before the due date (Provided that if payment falls due on a day which is not a Working Day, payment shall be made on the preceding Working Day).

**3.2.** Unless otherwise agreed in writing, payment of all invoices shall be made to the Company in full in the currency as invoiced no later than thirty days from the date of the invoice.

**3.3.** All payments to be made under this Contract are calculated without regard to Value Added Tax (VAT) (or any similar tax replacing or introduced in addition to the same VAT) and the Customer shall, in addition to such payments pay to the Company, on demand, such VAT as is required from

time to time by law. In the instance that a Customer is exempt from the payment of VAT, a valid original VAT Exemption Certificate must be forwarded to the Company on completion of the Contract and placement of first order and prior to receipt of the first shipment.

**3.4.** In the event of non-receipt of payment on the due date the Company, without prejudice to any other rights or remedies, reserves the right to:-

**3.4.1.** Suspend deliveries and/or cancel any of its outstanding obligations under the Contract; and

**3.4.2.** Charge interest on the overdue amount at the rate of 4% over HSBC Base Rate per month calculated on a daily basis and compounded monthly (as well after as before judgement) from and including such due date by such Customer as the case may be, to the date of actual payment or reimbursement to the Company.

**3.5.** The Customer shall have no right to deduct, set off, counterclaim or withhold any amounts owing to or alleged to be owing to it by the Company against unpaid invoices to the Company.

**3.6.** The Company shall have the right for reasonable cause to withdraw or refuse credit facilities or to require from the Customer cash on or before delivery or security for payment and to withhold delivery until such requirement is complied with.

**3.7.** Any claim or query by the Customer in respect of the invoiced price of the Goods must be notified to the Company by the Customer within the 14 days of the date of the issue of the invoice.

#### **4. Title**

**4.1.** For the purpose of section 12 of the Sale of Goods Act 1979 the Company shall transfer only such title or rights in respect of the goods as the Company has and if the goods are purchased from a third party shall transfer only such title or rights as that party had and has transferred to the Company.

**4.2.** Notwithstanding the earlier passing of risk, title in the goods shall remain with the Company and shall not pass to the Customer until the amount due under the invoice for them (including interest and costs) has been paid in full.

#### **5. Delivery**

**5.1.** Whilst the Company will make every effort to adhere to delivery dates the Company will accept no responsibility in the case of delayed or non-delivery.

**5.2.** All claims regarding quality, shortages and errors must be received by the Company in writing within seven days of receipt of the goods.

**5.3.** The Company can only be responsible to supply the kind and quantity of goods ordered.

**5.4.** All goods supplied by the Company should be examined and tested on receipt and any precaution respecting storage or danger to persons should be taken after receipt. The Company will accept no responsibility for the consequences of inadequate storage precautions or injury to persons resulting from careless use of the item.

**5.5.** The Company cannot be held responsible for breakages or loss in transit of any item despatched by the Company. In the event of such loss both the carriers concerned and the Company must be advised in writing in detail within fourteen days. In the case of any item being received damaged, notification to the same should be made in writing within three days.

#### **6. Scope of Contract**

**6.1.** The Company will not be liable whatsoever for loss, damage, costs or direct or indirect expenses arising from any item supplied by the Company. Under no circumstances shall the Company have any liability of whatever kind for :

**6.2.** any defects resulting from wear and tear, accident, improper use by the Customer or use by the Customer except in accordance with the instructions or advice of the Company or neglect or from any instructions or materials provided by the Customer;

**6.3.** the suitability of any goods for any particular purpose or use under specific conditions whether or not the purpose or conditions were known or communicated to the Company;

**6.4.** any descriptions, illustrations, specifications, figures as to performance, submitted by the Company contained in the Company's catalogues, price lists or elsewhere since they are merely intended to represent a general idea of the goods and not to form part of the Contract or be treated as representations;

**6.5.** any technical information, recommendations, statements, or advice furnished by the Company, its servants or agents not given in writing in response to a specific written request from the Customer before the Contract is made.

## **7. Extent of Liability**

**7.1.** The Company shall have no liability to the Customer for any loss or damage of any nature arising from any breach of any express or implied warranty condition of the Contract or any negligence, breach or statutory or other duty on the part of the Company or in any other way out of or in connection with the performance or purported performance of or failure to perform the Contract except:

- For death or personal injury resulting from the Company's negligence; and

- As expressly stated in these conditions

**7.2.** If the customer establishes that any goods have not been delivered, have been delivered damaged or do not comply with their description the Company shall, at its option, replace with similar goods any goods which are missing, lost or damaged or do not comply with their description, allow the Customer credit for their invoice value.

**7.3.** If the Customer establishes that any goods are defective the Company shall, at its option, replace with similar goods, allow the Customer credit for their invoice value.

**7.4.** The delivery of any replacement goods shall be at the Company's premises or other delivery point specified for the original goods.

**7.5.** Where the Company is liable in accordance with this condition in respect of only some or part of the goods the Contract shall remain in full force and effect in respect of the other or other parts of the goods and no set-off or other claim shall be made by the Customer against or in respect of such other or other parts of the goods.

**7.6.** The Company shall not be liable where any goods, the price of which does not include carriage, are lost or damaged in transit and all claims by the Customer shall be made against the carrier. Replacements for such lost or damaged goods will, if available, be supplied by the Company at the prices ruling at the date of despatch.

**7.7.** In no circumstances shall the liability of the Company to the Customer under this condition exceed the invoice value of the goods.

## **8. Intellectual Property Disclaimer**

**8.1.** The Company will accept no liability (to the extent permitted by English law) for any claims made against the Customer for any infringement of patent rights, of registered or unregistered trade marks (including any copyright therein) or of registered or unregistered designs or copyright involved in the use, or resale or offering for re-sale of the products either as originally sold by the Company or otherwise, including, without limitation, their use in combination with other products or any operation of any process.

## **9. Force Majeure**

**9.1.** The Company shall be entitled to cancel or rescind any contract without liability for loss or damage resulting there from if the performance of its obligations under the contract is in any way adversely affected by any war, strike, lock-out, sit-in, trade dispute, flood, accident to plant or machinery or about, failure or default by sub-contractors or any other cause whatsoever beyond the Company's control and, without prejudice to the Company's rights to claim such payments, the Company shall be under no obligation to continue or complete any order so varied.

## **10. Assignments**

**10.1.** Any contract or rights there under of the Customer may not be assigned in whole or in part without prior written consent of the Company.

## **11. Cancellation or Variation of Orders and Returns**

**11.1.** In the event that the Customer purports to cancel or vary any order after an Acknowledgement of Order Form relating to such order has been despatched by the Company, the Customer shall pay to the Company a handling charge of 15% of the value of the goods.

**11.2.** In the event a customer wishes to return goods which are no longer required and which meet with the Company's specifications on the CofA. Except by special arrangement, returned goods will only be accepted within 12 months of the original shipment and only if they are undamaged, unopened and in their original containers. The product return needs to be accompanied by a written statement guaranteeing the product has been stored as specified on the CofA. The Company will reimburse the cost of the product less a handling charge of 15% of the value of the goods.

**11.3.** The Company may at its discretion suspend or terminate the supply of any goods if the Customer fails to make any payment when and as due or otherwise defaults in any of its obligations under the Contract with the Company or becomes insolvent, has an administrative receiver appointed of its business or is compulsorily or voluntarily wound up or the Company bona fide believes that any of those events may occur, and in case of termination may forfeit any deposit paid.

## **12. Confidentiality**

**12.1.** The Customer shall not at any time whether before or after the termination of the Contract divulge or use any unpublished technical information deriving from the Company or any other confidential information in relation to the Company's affairs or business or method of carrying on business.

## **13. Validity**

**13.1.** Any provision of these Conditions which is void or unenforceable in any applicable jurisdiction shall to the extent of such invalidity or unenforceability be deemed severable and shall not affect any other provisions thereof.

## **14. Notices**

**14.1.** Any notice given under this deed shall be in writing and may be served:

- personally;
- by registered or recorded delivery mail;
- by facsimile transmission ( the latter confirmed by post ); or
- by any other means which any party specifies by notice to the others.

**14.2.** The Company's address for the service of notice shall be the above mentioned address or such other address as it specifies by notice to the other and the Customer's address for the service of notice shall be the address mentioned in the order form or acknowledgement or such other address as it specifies by notice to the Company.

**14.3.** A notice shall be deemed to have been served:

- if it was served in person, at the time of service;
- if it was served by post, 48 hours after it was posted; and
- if it was served by facsimile transmission, at the time of transmission.

## **15. Headings**

**15.1.** The Headings used in these Terms and Conditions are for convenience only and shall not affect the construction thereof.

### Guidance Notes

**1.1.** The Company's products are manufactured for research purposes only and are not suitable for drug, household or other uses. The reagents are intended for in vitro diagnostic use and are furnished for laboratory purposes only.

**1.2.** Some reagents are marked with hazard warnings, others are not. The absence of a warning must not be interpreted as an indication of safety. The Company emphasises that information is not available on the possible hazards of many compounds.

**1.3.** Through the Company's experience and/or extensive literature references the Company will classify certain items as extremely hazardous. If the Customer is unfamiliar with the hazards of these items, the Customer must request safety data sheets from the Company before ordering.

**1.4.** Failure by the Company to classify a product as extremely hazardous does not imply lack of toxicity and hazards.

**1.5.** Each product supplied by the Company is intended for use by qualified professionals who will safely handle and dispose of the products they receive.

**1.6.** Whilst undertaking to take every care of materials provided by Customers the Company cannot be held liable for loss, damage, costs and direct or indirect expenses resulting from the failure of the product to perform to the specification of the Customer or from the loss of the material supplied by the Customer.

**These Guidance Notes do not alter or vary the provisions of the terms and conditions of the contract.**

**2009**