

# Consumable conditions of sale

## 1. Definitions

In these terms and conditions:

1.1.1 "Business Day" means a day (other than a Saturday, Sunday or public holiday) when banks in London, UK, are open for business;

1.1.2 "Buyer" means the party who places the Order.

1.1.3 "Conditions" means the terms and conditions set out in this document;

1.1.4 "Contract" means the contract between the Supplier and the Buyer for the sale and purchase of the Goods in accordance with these Conditions.

1.1.5 "Diagnostics Use" means use of Goods for in vitro testing for the diagnosis and/or on-going evaluation of a disease or medical condition of a human patient, including the prediction and/or monitoring of a response to a therapeutic agent in such patient;

1.1.6 "Force Majeure Event" means an event beyond a party's reasonable control.

1.1.7 "Goods" means those products as described in the Order.

1.1.8 "Order" means the Buyer's order for the Goods, either (i) as set out in the Buyer's purchase order form; or (ii) as agreed over the phone with the Supplier; or (iii) as placed via the Website.

1.1.9 "Research Use" means use of Goods other than for Diagnostic Use (or therapeutic use); Supplier specifically acknowledges and agrees that Research Use includes use of Goods to research and develop products for therapeutic use, Diagnostic Use, or both;

1.1.10 "Supplier" means SPT Labtech Limited; and

1.1.11 "Website" means [sptlabtech.com](http://sptlabtech.com).

## 2. Basis of Contract

2.1 These Conditions apply to the Contract to the exclusion of any other terms that the Buyer may seek to incorporate, or which are implied by trade, custom, practice or course of dealing. Any attempt to alter, supplement, or amend these Conditions will be null and void, unless otherwise agreed to in writing by the Supplier.

2.2 The Order constitutes an offer by the Buyer to purchase the Goods in accordance with these Conditions.



2.3 The Order shall only be deemed to be accepted when the Supplier either issues a written acceptance of the Order or by the Supplier shipping the ordered Goods to the Buyer, at which point the Contract shall come into existence.

2.4 Any samples, drawings, descriptive matter, advertising or other information produced by the Supplier on the Supplier's Website or any other publications are produced for the sole purpose of giving an approximate idea of the Goods referred to in them and any weights, dimensions, power, measurements, capacities, properties, colours and other particulars of the Goods are offered by the Supplier in good faith as being approximately correct but no responsibility can be accepted for their accuracy except where otherwise specifically agreed in writing by the Supplier.

### **3. Pricing**

3.1 Prices are subject to change without notice. All Orders are subject to final acceptance by the Supplier and the price of the Goods shall be the price set out in the Order.

3.2 The price stated is the net ex-works price of the Goods, excluding any Value Added Tax, import duties or other local taxes that may be applicable. The Supplier is entitled to adjust the price stated to rectify any clerical errors or changes in specification, quantity, or place of delivery.

### **4. Delivery**

4.1 The Buyer may designate delivery addresses for Orders shipped by the Supplier; however, Orders will be shipped only to actual business locations used solely for business purposes. The Supplier reserves the right to request additional information as necessary to confirm that the delivery address supplied is a business location.

4.2 Subject to clause 4.1, the Supplier will deliver the Goods to the site specified in the Order. The Goods will be deemed delivered when they have arrived at the site specified in the Order.

4.3 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. The Supplier shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Buyer's failure to provide the Supplier with adequate instructions that are relevant to the supply of the Goods.

### **5. Returns**

5.1 Orders will be dispatched within 3-5 Business Days and may be cancelled before the shipping notification has been received. Supplier reserves the right to charge for any administrative costs include any handling/restocking fees applicable to any cancelled orders.



5.2 Goods damaged in transit or found to be defective can be returned within 30 days of receipt of the Goods.

## **6. Payment**

6.1 Amounts payable by Buyer according to the Order will fall due within 30 days of the date of invoice, unless otherwise agreed in writing or paid for in advance of shipment.

6.2 In the event that payment due is not made to the Supplier within 30 days of the due date, the Supplier may charge interest on the amount due at a rate of 3% above the base rate of Barclays Bank plc from the due date until the time of actual payment.

6.3 The Buyer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except as required by law).

## **7. Property**

7.1 The risk in the Goods shall pass to the Buyer on delivery.

7.2 Title to the Goods shall not pass to the Buyer until all payments due have been made in full. Until such time the Buyer will hold the Goods as bailee and in fiduciary capacity for the Supplier.

## **8. Restrictions on use**

8.1 Buyer shall where applicable:

8.1.1 ensure that use of all Goods complies with generally accepted good scientific practices and all applicable laws;

8.1.2 adopt safety precautions as may be necessary when using the Goods;

8.1.3 not use the Goods for any purposes other than Research Uses, unless specifically agreed otherwise with the Supplier;

8.1.4 obtain any necessary approvals, consents, permissions, authorisations and/or licenses as may be required for Research Uses, including any requirements to obtain the rights to use the intellectual property rights of a third party; and

8.1.5 not attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise perform any compositional, structural, functional or other analyses directed to learning the methodology, formulae, sequences, processes, make-up or production of any Goods or portions thereof.



## **9. Warranty and indemnity**

9.1 Unless otherwise agreed in writing with the Supplier, for a period of 12 months after delivery, or if lower the published shelf life, of the Goods, the Supplier will remedy at its own expense any defects that may arise in the Goods through faulty design, workmanship, or materials.

9.2 The Supplier may refuse any warranty claim where the failure has directly or indirectly resulted from the Goods not being used or maintained in accordance with the procedures set out in the user manual and documentation supplied by the Supplier, wilful or negligent damage by an employee or agent of the Buyer, or other third party, or use of labware other than that recommended or approved by the Supplier.

9.3 Supplier warrants not to supply goods to Buyer which a third party has asserted constitute a valid infringement or misappropriation of such third party's intellectual property rights or where supplier is aware Goods infringe valid intellectual property rights.

9.4 The representations and warranties set forth above are in lieu of any and all other warranties and representations, express, implied, or statutory, and each party hereby disclaims any and all warranties or representations, express, implied or statutory, including any implied warranties of merchantability or fitness for a particular purpose, or for non-infringement of a patent, trademark or other intellectual property rights.

## **10. Force Majeure**

10.1 Neither party shall be liable to the other for failure or delay in the performance of its obligations under any Contract to the extent that this is caused by a Force Majeure Event.

## **11. Limitation of liability**

11.1 Neither party limits its liability (if any) to the other for: personal injury or death resulting from negligence; fraud; or any matter for which it would be illegal to exclude or to attempt to exclude its liability.

11.2 Subject to clause 11.1, each party's total aggregate liability to the other under or in connection with any Contract including the warranty liability and indemnification/hold harmless liability (whether in contract, tort including negligence, breach of statutory duty, restitution or otherwise) in respect of all and any loss or damage howsoever caused will be limited to the greater of £100,000 or 2 x the total value of the Order.

11.3 Neither party will be under any liability (including warranty liability and indemnification/hold harmless liability) to the other for any of the following types of losses (whether those losses arise directly in the normal course of business or otherwise): pure economic loss; loss of profits; loss of or damage to materials stored in goods supplied; loss of business; loss of revenue; loss of contract; loss or depletion of goodwill and/or business



opportunity; loss of anticipated earnings or savings or like loss; wasted management, operational or other time; or any special, indirect or consequential losses.

## **12. General**

12.1.1 Buyer agrees to keep confidential any non-public technical information, commercial information (including prices, without limitation) or instructions received from Seller as a result of discussions, negotiations and other communications in relation to the products or services.

12.1.2 Products and information that the Buyer receives from the Seller are subject to United States, European Union and local export-control laws and regulations. Buyer may not, directly or indirectly, sell, export, re-export, transfer, divert, or otherwise dispose of any such product or information (including products derived from or based on the products or information) to any destination, entity, or person prohibited by United States, European Union or local laws or regulations.

12.2 Entire agreement.

12.2.1 This Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

### **12.3 Waiver.**

12.3.1 No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy.

### **12.4 Severance.**

12.4.1 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

#### **12.4.2 Governing law and Jurisdiction**

12.5 The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with English law and the parties submit to the exclusive jurisdiction of the courts of England and Wales.