



## **Terms and Conditions for Supply of Products**

These Conditions apply to and govern the supply of cell culture media supplement products by SAL Scientific Ltd, a company incorporated in in England and Wales under number 08660648, whose registered office is at Units 1 & 2 Glasshouse Studios, Fryern Court Road, Burgate, Fordingbridge, SP6 1QX, UK.

### **1. Basis of Sale**

1.1 SAL Scientific Limited ("SAL Scientific") will sell and the person, firm, company or institution ("Buyer") will purchase the goods listed on SAL Scientific's current product and price list or quotation ("Goods") subject to these terms and conditions.

1.2 No quotation given by SAL Scientific shall constitute an offer to supply the Goods. An order placed by the Buyer, whether or not in response to a quotation, shall constitute an offer made to SAL Scientific subject to these terms and conditions. No terms or conditions put forward or implied by the Buyer, in the order, correspondence or elsewhere shall be binding on SAL Scientific and such conditions or stipulations are hereby excluded and extinguished.

1.3 All contracts for Goods are subject to availability.

1.4 Any error or omission in any quotation, catalogue, sales literature, invoice or other document issued by SAL Scientific shall be subject to correction by SAL Scientific without liability to SAL Scientific.

### **2. Orders**

2.1 The buyer shall be responsible to SAL Scientific for the accuracy of all orders. In the event of a discrepancy between a catalogue number and its product description, the catalogue number will be used to satisfy the order.

2.2 The Buyer shall be responsible to SAL Scientific for all confirmation orders to be clearly marked "CONFIRMATION" to avoid duplication of an order.

2.3 All Buyer's orders are subject to SAL Scientific's acceptance.

2.4 SAL Scientific reserves the right to make changes in the specification of Goods ordered which do not materially affect quality or performance of the Goods.

### **3. Price**

3.1 Unless specifically agreed otherwise, the price for the Goods will be that as shown in SAL Scientific's current price list at the time of delivery.

3.2 SAL Scientific reserve the right without notice to vary or amend the price for the Goods shown in any price list, literature or in any other document issued by SAL Scientific. Such price changes shall not apply to accepted orders.

3.3 The price is exclusive of Value Added Tax and all other similar sales taxes.

3.4 SAL Scientific reserve the right to charge a delivery, packaging and/or handling charge on all orders.

3.5 UK Customers who are VAT exempt are required to supply a VAT Exemption Certificate with their order. Failure to comply will mean that the customer will be charged VAT at the prevailing rate.

#### **4. Payment**

4.1 Our terms are strictly 30 days from date of invoice. No settlement discounts or other deductions may be made against amounts due on invoices.

4.2 The time for payment shall be of the essence for all contracts for Goods. In the event of default in payment by a due date, SAL Scientific reserves the right, without prejudice to other rights, to: (i) charge interest at the base rate +2% as of the time of default and/or (ii) suspend further deliveries

4.3 For Buyers with an agreed credit account facility with SAL Scientific, unless specifically agreed otherwise, the payment terms are 30 days from invoice date.

4.4 For Buyers without an agreed credit account facility with SAL Scientific, unless specifically agreed otherwise, SAL Scientific is to have received cleared funds for all amounts due before dispatch of the Goods.

4.5 All amounts due are payable in pounds sterling or any lawfully recognized currency that may replace the pound sterling by draft on a United Kingdom bank unless otherwise agreed in writing.

4.6 All costs including legal expenses incurred by SAL Scientific in recovering overdue debts will be payable by the Buyer.

4.7 SAL Scientific reserve the right to withhold further supplies in the event of amounts payable being overdue, breach of any of these conditions or for any other reason which at the discretion of SAL Scientific warrants such action.

#### **5. Delivery and Return**

5.1 Delivery of Goods shall be at Buyer's cost to the Buyer's place of business as notified in writing to SAL Scientific. Unless otherwise stated, all product shipments shall be made "Delivered At Place" ("DAP" under the Incoterms, 2010) to the address specified by Buyer in Buyer's order. Freight and insurance charges will be prepaid by SAL Scientific, added to the invoice, and are payable by the Buyer plus a minimum packing and handling fee per shipment.

5.2 The buyer is responsible for import clearance and any applicable local taxes or import duties.

5.3 Goods supplied will not be accepted for return unless returned in accordance with an authorisation issued by SAL Scientific.

#### **6. Risk and Property**

6.1 Risk shall pass to the buyer:

6.1.1 where Goods are stored by SAL Scientific upon such Goods being stored; or

6.1.2 in all other cases upon delivery or attempted delivery (where Buyer refuses delivery).

6.2 Property in the Goods shall not pass to the Buyer until all amounts due have been received by SAL Scientific in full.

#### **7. Warranties and Liabilities**

7.1 Subject as mentioned below, SAL Scientific warrants that its Goods perform as described in the SAL Scientific product information sheets, which state the conditions and results of product performance tests conducted in our quality assurance laboratory. These results are warranted to meet or exceed our published specifications when used under normal conditions in a laboratory.

7.2 To the fullest extent permitted by law, SAL Scientific's total liability to the Buyer under these terms and conditions is subject to the conditions of this Section.

7.3 Should any product fail to perform as warranted, SAL Scientific's sole liability shall be limited to such replacement of the Goods or full credit of the purchase price at the discretion of SAL Scientific.

7.4 The above warranty is subject to:

7.4.1 SAL Scientific being under no liability for any defect in the goods resulting from Buyers designs or requirements, willful damage, negligence, failure to follow instruction, misuse, use beyond its expiry date (if applicable) or if the amounts due have not been paid in full to SAL Scientific.

7.4.2 SAL Scientific being under no liability for any incidental, consequential or contingent damages.

7.5 All other warranties and conditions expressed or implied are expressly excluded to the fullest extent permitted by law.

## **8. Hazards and Toxicity**

8.1 All Goods offered by SAL Scientific are intended for use by qualified professionals who are trained in good laboratory procedures and are familiar with their potential hazards.

8.2 SAL Scientific Goods having known toxicity are shipped with a Material Safety Data Sheet which describes, to our knowledge, the potential dangers. The absence of a toxicity warning does not, however, preclude a possible health hazard.

## **9. Product Use Limitations, Trademarks, Service Marks and Patents, Export and Resale.**

9.1 Unless specified otherwise, all SAL Scientific Goods are sold for research use only. Goods are not to be used for any other purposes, including but not limited to, human or animal diagnostic or therapeutic uses.

9.2 The trademarks, trade names, know-how, copyrights, design rights, goodwill, patents and all other proprietary rights ('the Intellectual Property') arising out of or existing in or upon the Goods or the associated documentation and product information sheets are the property of the SAL Scientific or are licensed to SAL Scientific.

9.3 The Buyer shall not cause or permit anything which may damage or endanger the Intellectual Property of SAL Scientific or SAL Scientific's Title to it, nor assist nor allow others to do so and shall maintain as confidential both during the Contract as well as at all times thereafter all information relating to SAL Scientific, the Goods and the Intellectual Property.

9.4 The Buyer shall notify SAL Scientific of any suspected infringement of the Intellectual Property.

9.5 The Buyer shall not tamper with any markings or nameplates or other indications of the source or origin of the Goods, which may be placed by SAL Scientific upon its Goods.

9.6 The Intellectual Property is licensed on a non-exclusive basis to the Buyer but such Licence shall automatically be revoked in the event that any of the Buyer becoming insolvent or in the event that payment is not made in accordance with Clause 4.

9.7 The Buyer shall use the Goods directly and as permitted in this Clause 9, and the Buyer shall not market, distribute, resell or export the Goods for any purpose.

## **10. General**

10.1 Headings are for reference only and shall not affect interpretation.

10.2 Notices shall be served by post on the registered offices of the parties or principal place of business.

10.3 No waiver of a breach of contract by SAL Scientific shall operate as a waiver of any other or subsequent breach.

10.4 If any provision of these conditions is held invalid or unenforceable in whole or part, the validity or enforceability of the other provisions shall not be affected.

10.5 These Terms and Conditions and any Contract are governed by English law. Any dispute arising out of or in connection with these Terms and Conditions shall be determined by the English courts.

**Revision date: 6<sup>th</sup> June 2018**