

Terms of Sale - Products

This document (together with the documents referred to in it) sets out the terms and conditions on which SBS supply the Products listed on our website www.sourcebioscience.com ("the Website") to the Customer.

These terms and conditions apply to both products ordered through the Website and products ordered other than through the Website.

Please read these terms and conditions carefully. The Customer should understand that by ordering any of our products, the Customer agrees to be bound by these terms and conditions. The Customer should retain a copy of these terms and conditions for future reference.

Please understand that if the Customer refuses to accept these terms and conditions, the Customer will not be able to order any products from SBS.

1. INTERPRETATION

1.1. The following definitions and rules of interpretation apply in these Conditions:

"Customer" the person, academic institution, firm or company who purchases the Products from SBS;

"Conditions" the conditions set out below and overleaf;

"Contract" the contract between SBS and the Customer for the sale and purchase of the Products incorporating these Conditions;

"Data Sheet" the manufacturer's unregulated technical data sheet containing information for the end user which might include, by way of example and without limitation, the name of the product, a description of the product, and the product's intended use which assists the end user in working with the product in a safe manner;

"LBC Products" any batch of products branded, presented or characterised by SBS as Liquid Based Cytology products;

"Life Sciences Products" any batch of products branded, presented or characterised by SBS as Life Sciences products;

"Products" includes those Life Sciences Products, Serology Products and/or LBC Products agreed in the Contract to be supplied to the Customer by SBS (including any part or parts of them), (excluding always, Clones, which are subject to their own terms of supply);

"SBS" Source BioScience UK Limited a company registered in England and Wales under registered number 4078501 and whose registered office is at 1 Orchard Place, Nottingham Business Park, Nottingham, NG8 6PX; and

"Serology Products" any batch of blood group serology fluid reagents and diagnostic kits, including (by way of example and without limitation) phosphate buffered saline, a variety of red cell support solutions including diagnostic kits, lectins and lectin extracts and a number of products used for the storage and preservation of tissues, and/or any other products branded, presented or characterised by SBS as Serology products.

1.2. Any reference in these Conditions to "writing" or cognate expressions includes a reference to facsimile transmission, email or comparable means of communication.

- 1.3. The headings are for reference only and will not affect the interpretation of these Conditions.
- 1.4. SBS reserves the right at any time without liability to correct any clerical, typographical or other similar errors or omissions made by it.
- 1.5. References to statutes or statutory instruments shall be deemed to be references to those statutes or statutory instruments as the same may be amended or re-enacted from time to time.

2. APPLICATION OF TERMS

- 2.1. Subject to any variation under Condition 2.3, the Contract shall be on these Conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Customer purports to apply under any purchase order, confirmation of order, specification or other document). Where the Customer orders the Products through the Website and clicks on the button marked "I accept" and submits its order, the Customer shall be deemed to accept these Conditions.
- 2.2. No terms or conditions endorsed on, delivered with, referred to or contained in the Customer's purchase order, confirmation of order, specification or other document shall form part of the Contract.
- 2.3. These Conditions apply to all SBS's sale of the Products and any variation to these Conditions and any representations about the Products shall have no effect unless expressly agreed in writing and signed by the Chief Executive Officer of SBS. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of SBS which is not set out in the Contract. Nothing in this Condition shall limit or exclude SBS's liability for fraudulent misrepresentation.
- 2.4. The Customer must ensure that the terms of its order (and any applicable specification) are complete and accurate.
- 2.5. Where provided, any quotation is given on the basis that no Contract shall come into existence until SBS dispatches an acknowledgement of order in accordance with these Conditions to the Customer. Any quotation is valid for a period of 30 days only from its date, provided that SBS has not previously withdrawn it.
- 2.6. In certain unusual circumstances there may be UK government imposed trade restrictions which may prevent us from fulfilling order requests ("Non-Serviced Countries"). Information regarding restrictions in respect of Non-Serviced Countries can be found at <https://www.gov.uk/sanctions-embargoes-and-restrictions>. Please review the UK government link to confirm that we can supply to you before ordering Products from us.

3. THE CUSTOMER'S STATUS

- 3.1. Where the Customer places an order through the Website, the Customer warrants that:
 - 3.1.1.the Customer is legally capable of entering into binding contracts;
 - 3.1.2.the Customer is at least 18 years old;
 - 3.1.3.where applicable, the Customer is not resident in a Non-Serviced Country; and

3.1.4. where applicable, the Customer is not accessing the Website from that Non-Serviced Country.

4. HOW THE CONTRACT IS FORMED

4.1. The Customer shall provide SBS with an order for the Products and where the Customer places an order through the Website, it shall use SBS's online ordering facility.

4.2. where the Customer places an order through the Website:

4.2.1. after placing an order, the Customer will receive an email from SBS acknowledging that SBS has received the Customer's order. This does not mean that the Customer's order has been accepted. The Customer's order constitutes an offer to SBS to buy the Products. All orders are subject to acceptance by SBS, and SBS will confirm such acceptance to the Customer by sending the Customer an email that confirms that the Products have been dispatched (the "Dispatch Confirmation") or (if earlier) when SBS delivers the Products to the Customer, at which point the Contract between SBS and the Customer will be formed; and

4.2.2. the Contract will relate only to those Products which SBS has confirmed in the Dispatch Confirmation or has delivered. SBS will not be obliged to sell any other Products which may have been part of the Customer's order until such Products has been confirmed in a separate Dispatch Confirmation or delivered.

4.3. Where the Customer places an order other than through the Website:

4.3.1. each order or acceptance of a quotation for the Products by the Customer from SBS shall be deemed to be an offer by the Customer to buy the Products subject to these Conditions; and

4.3.2. no order placed by the Customer shall be deemed to be accepted by SBS until a written acknowledgement of order is issued by SBS or (if earlier) SBS delivers the Products to the Customer.

5. DESCRIPTION

5.1. The quantity and description of the Products shall be as set out in SBS's quotation (if any) or the Data Sheet, or (if there are none of the preceding items) as set out on the Website.

5.2. All samples, drawings, descriptive matter, specifications and advertising issued by SBS and any descriptions or illustrations contained in SBS's catalogues or brochures or contained in any Data Sheet(s) or displayed on the Website are issued or published for the sole purpose of giving an approximate idea of the Products described in them. They shall not form part of the Contract.

5.3. LIMITED WARRANTY LBC PRODUCTS

5.3.1. SBS warrants that for a period of SIX (6) MONTHS after the date of dispatch, all LBC Products sold by SBS to the Customer shall, under normal use, materially conform with SBS's published specifications or, where none, normal industry standards for such LBC Products as of the date of dispatch of the LBC Products and shall be free from manufacturing and material defects.

5.3.2. Defective LBC Products will be replaced at no charge during such 6-month period, provided that the LBC Products are stored and maintained in accordance with applicable instructions.

6. DELIVERY

- 6.1. Unless otherwise agreed in writing by SBS, delivery of the Products shall take place at the Customer's place of business.
- 6.2. Any dates specified by SBS for delivery of the Products are intended to be an estimate only and time for delivery shall not be made of the essence by notice. If no dates are specified, delivery will take place within a reasonable time.
- 6.3. Subject to the other provisions of these Conditions, SBS shall not be liable for any direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and similar loss), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Products (even if caused by SBS's negligence), nor shall any delay entitle the Customer to terminate or rescind the Contract unless such delay exceeds 180 days.
- 6.4. Unless delivery of any Products under Condition 6.1 above takes place at SBS' place of business and/or the carrier of the Products is nominated by the Customer or delivery of the Products is otherwise outside SBS' reasonable control, SBS shall be responsible for any damage or loss in transit, provided that the Customer notifies the damage or loss to SBS (or its carrier, if applicable) within three days of delivery of the Products and that the Products have been handled in accordance with SBS's stipulations and any relevant Data Sheet. Any remedy under this Condition 6.4 shall be limited, at the option of SBS, to replacing any of the Products which are proven to SBS's satisfaction to have been lost or damaged in transit or issuing a credit note at the pro-rata Contract rate against any invoice raised for such Products.
- 6.5. If for any reason the Customer fails to accept delivery of any of the Products when they are delivered, or SBS is unable to deliver the Products on time because the Customer has not provided appropriate instructions, documents, licences or authorisations:
 - 6.5.1. risk in the Products shall pass to the Customer (including for loss or damage caused by SBS's negligence);
 - 6.5.2. the Products shall be deemed to have been delivered; and
 - 6.5.3. SBS may store the Products until delivery, whereupon the Customer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).
 - 6.5.4. SBS may sell the Products at the best price readily obtainable and (after deduction of all costs and expenses referred to in clause 6.5.3 above and selling expenses) account to the Customer of the excess over the price under the Contract or charge the Customer for any shortfall below the price in the Contract.
- 6.6. SBS may deliver the Products by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions of the Contract.

- 6.7. Each instalment shall be a separate Contract and no cancellation or termination of any one Contract relating to an instalment shall entitle the Customer to repudiate or cancel any other Contract or instalment.

7. NON-DELIVERY

- 7.1. The quantity of any consignment Products as recorded by SBS on dispatch from SBS's place of business shall be conclusive evidence of the quantity received by the Customer on delivery unless the Customer can provide conclusive evidence proving the contrary.
- 7.2. SBS shall not be liable for any non-delivery of Products (even if caused by SBS's negligence) unless the Customer gives written notice to SBS of the non-delivery within five days of the date when the Products would in the ordinary course of events have been received.
- 7.3. Unless delivery of any Products under Condition 6.1 above takes place at SBS' place of business and/or the carrier of the Products is nominated by the Customer or delivery of the Products is otherwise outside SBS' reasonable control, SBS shall (subject to Condition 16.1 below) be responsible for any damage to or loss of the Products while in transit up to the point of their delivery under Condition 6.1 above, provided that: (i) the Customer notifies the damage or loss to SBS (or its carrier, if applicable) within three days of delivery of the Products; and (ii) the Products have been handled in accordance with SBS' stipulations. Any liability of SBS for non-delivery of the Products shall be limited to replacing the Products within a reasonable time or issuing a credit note at the pro-rata Contract rate against any invoice raised for such Products.

8. RISK AND TITLE

- 8.1. The Products are at the risk of the Customer from the time of delivery.
- 8.2. Ownership of the Products shall not pass to the Customer until SBS has received in full (in cash or cleared funds) all sums due to it in respect of:
- 8.2.1. the Products; and
- 8.2.2. all other sums which are or which become due to SBS from the Customer on any account.
- 8.3. SBS shall be entitled to recover payment for the Products notwithstanding that ownership of any of the Products has not passed from SBS.
- 8.4. On termination of the Contract, howsoever caused, SBS's (but not the Customer's) rights contained in this Condition 8 shall remain in effect.

9. PRICE

- 9.1. Unless otherwise agreed in writing by SBS, the price for the Products shall be the price set out in SBS's price list published on the date that the order shall be deemed to be accepted by SBS (except in the case of obvious manifest error).
- 9.2. The price for the Products shall be exclusive of any value added tax, all currency and banking charges applicable to the payment method used and all costs or charges in relation to loading, unloading, carriage and insurance (including, without limitation, any import duties or taxes),

packaging and dry ice all of which amounts the Customer shall pay in addition when it is due to pay for the Products.

- 9.3. The Website contains a large number of products and services and it is always possible that, despite SBS's best efforts, some of the Products listed on the Website may be incorrectly priced. SBS will normally verify prices as part of its dispatch procedures so that, where a correct price is less than SBS's stated price, SBS will charge the lower amount. If a correct price is higher than the price stated on the Website, SBS will normally, at its discretion, either contact the Customer for instructions before performing the Contract, or reject the Customer's order and notify it of such rejection.
- 9.4. SBS is under no obligation to sell the Products to the Customer at the incorrect (lower) price, even after SBS has sent the Customer a Dispatch Confirmation, if the pricing error is obvious and unmistakable and could have reasonably been recognised by the Customer as a mispricing.
- 9.5. SBS reserves the right to increase the price of the Products to reflect increases in the cost to SBS which is due to a factor beyond its control.

10. PAYMENT

- 10.1. Subject to Condition 10.4, payment of the price for the Products is due in such currency as the parties shall from time to time agree within 30 days of receipt of an invoice from SBS.
- 10.2. Time for payment shall be of the essence.
- 10.3. Payment may be made by credit or debit card, bank transfer or by cheque. No payment shall be deemed to have been received until SBS has received cleared funds.
- 10.4. All payments payable to SBS under the Contract shall become due immediately on its termination despite any other provision.
- 10.5. The Customer shall make all payments due under the Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Customer has a valid court order requiring an amount equal to such deduction to be paid by SBS to the Customer.
- 10.6. If the Customer fails to pay SBS any sum due pursuant to the Contract:
 - 10.6.1. the Customer shall be liable to pay interest to SBS on such sum from the due date for payment at the rate of 4% above the base lending rate of National Westminster Bank plc, accruing on a daily basis until payment is made, whether before or after any judgment; and
 - 10.6.2. SBS may cancel the Contract or suspend any further deliveries to the Customer.

11. PRODUCTS AND THE CUSTOMER'S OBLIGATIONS

- 11.1. **With regards to all Products:**
 - 11.1.1. SBS will not be liable for any breach by the Customer (or any of the Customer's agents or employees) of any applicable laws and regulations of the country in which the Products are used.

- 11.1.2.** The Customer must immediately notify SBS in the event that the Customer becomes aware of any breach in connection with the Contract.
- 11.1.3.** The Customer shall indemnify SBS against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by SBS arising out of or in connection with:
- 11.1.3.1.** any breach of the warranties contained in Condition 11.2. and 11.3;
 - 11.1.3.2.** the Customer's (or the Customer's agents or employees') breach or negligent performance or non-performance of the Contract;
 - 11.1.3.3.** any claim made against SBS by a third party arising out of or in connection with the supply of the Products, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Customer (or any of the Customer's agents or employees); and
 - 11.1.3.4.** any claim made against SBS by a third party for death, personal injury or damage to property arising out of or in connection with defective Products, to the extent that the defect in the Products is attributable to the acts or omissions of the Customer (or of the Customer's agents or employees).
- 11.1.4.** The indemnity in Condition 11.1.3 shall apply whether or not SBS have been negligent or at fault.
- 11.1.5.** If any third party makes a claim, or notifies an intention to make a claim, against SBS which may reasonably be considered likely to give rise to a liability under Condition 11.1.3 ("a Claim"), SBS shall:
- 11.1.5.1.** as soon as reasonably practicable, give written notice of the Claim to the Customer, specifying the nature of the Claim in reasonable detail;
 - 11.1.5.2.** not make any admission of liability, agreement or compromise in relation to the Claim without the Customer's prior written consent (such consent not to be unreasonably conditioned, withheld or delayed), provided that SBS may settle the Claim (after giving prior written notice of the terms of settlement (to the extent legally possible) to the Customer, but without obtaining the Customer's consent) if SBS reasonably believes that failure to settle the Claim would be prejudicial to it in any material respect;
 - 11.1.5.3.** give the Customer and the Customer's professional advisers access at reasonable times (on reasonable prior notice) to SBS's premises and SBS's officers, directors, employees, agents, representatives or advisers, and to any relevant assets, accounts, documents and records within SBS's power or control, so as to enable the Customer and the Customer's professional advisers to examine them and to take copies (at the Customer's expense) for the purpose of assessing the Claim; and
 - 11.1.5.4.** subject to the Customer providing SBS security to SBS's reasonable satisfaction against any claim, liability, costs, expenses, damages or losses which

may be incurred, take such action as the Customer may reasonably request to avoid, dispute, compromise or defend the Claim.

11.1.6. The Customer shall (and shall procure that its agents and employees shall) obtain in advance all necessary licenses, authorisations and permits required for possession of, and use of, the Products.

LIFE SCIENCES PRODUCTS AND THE CUSTOMER'S OBLIGATIONS

11.2. With regards to all Life Sciences Products:

11.2.1. Unless otherwise expressly specified in the relevant Data Sheet(s) (if any) or in the specific product information set out on the Website, all Life Sciences Products supplied by SBS are for research purposes only.

11.2.2. The Customer shall (and shall procure that its agents and employees shall):

11.2.2.1. use the Life Sciences Products only for in vitro laboratory purposes and not for purposes including, without limitation, in vitro diagnostic purposes, ex vivo or in vivo therapeutic purposes, in foods, drugs or cosmetics of any kind, for consumption by or use in connection with or administration or application to humans or animals or for other unauthorised purposes;

11.2.2.2. unless otherwise expressly specified in the relevant Data Sheet(s) (if any) or in the specific product information set out on the Website, not use the Life Sciences Products for clinical or diagnostic purposes;

11.2.2.3. not procure the resale or distribution of the Life Sciences Products;

11.2.2.4. not make the Life Sciences Products available to, or allow the use of the Life Sciences Products by (or for the benefit of), any person, firm or company for any purpose other than scientific investigation and legitimate research; and

11.2.2.5. comply with all applicable laws and regulations from time to time in force in the country where the Life Sciences Products are to be used.

LBC PRODUCTS AND THE CUSTOMER'S OBLIGATIONS

11.3. With regards to all LBC Products:

11.3.1. The Customer shall use the LBC Products in accordance with any instructions provided within Data Sheets or any instructions, training or guidance provided by SBS to Customer as applicable and shall in any event comply with any industry standard guidelines on use.

SEROLOGY PRODUCTS AND THE CUSTOMER'S OBLIGATIONS

11.4. With regards to all Serology Products:

11.4.1. All Serology Products supplied by SBS are for use only in accordance with the corresponding Data Sheets (if any) or in accordance with the specific product information set out on the Website.

11.4.2. The Buyer warrants that it shall (and shall procure that its agents and employees shall):

11.4.2.1. use the Serology Products only for in vitro laboratory purposes and/or in vitro diagnostic purposes (as applicable) and not for purposes including, without limitation, ex vivo or in vivo therapeutic purposes, in foods, drugs or cosmetics of any kind, for consumption by humans or animals, for use in connection with or administration or application to animals or for other unauthorised purposes;

11.4.2.2. not procure the resale or distribution of the Serology Products;

11.4.2.3. unless otherwise expressly specified in the corresponding Data Sheet(s) (if any) or in the specific product information set out on the Website, not make the Serology Products available to, or allow the use of the Serology Products by (or for the benefit of), any person, firm or company for any purpose other than clinical and/or diagnostic use (as applicable); and

11.4.2.4. comply with all applicable laws and regulations from time to time in force in the country where the Serology Products are to be used.

12. QUALITY

12.1. SBS warrants that (subject always to the other provisions of these Conditions) on delivery the Products shall:

12.1.1. be of satisfactory quality;

12.1.2. subject always to clause 12.2, be reasonably fit for any particular purpose for which the Products are being bought, provided that the Customer had made known that purpose to SBS in writing and SBS has confirmed that it is reasonable for the Customer to rely on the skill and judgment of SBS; and

12.1.3. if expressly requested by the Customer, originate from the same manufacturing batch provided always that the Customer has made known such requirement to SBS expressly, in writing at the time of placing the order and SBS has confirmed in writing that it is able to supply the same.

12.2. SBS warrants that all Serology Products have been developed specifically for blood group serology laboratories, are manufactured to BS EN ISO 9001:2008 standards and are CE-marked and that (subject always to the other provisions of these Conditions) on delivery the Serology Products shall comply with the applicable standards set out by the British Blood Transfusion Society, the Council of Europe and the Red Book (Guidelines for the Blood Transfusion Services of the UK).

12.3. SBS shall not be liable for a breach of any of the warranties in Condition 12.1 and 12.2 unless:

12.3.1. the Customer gives written notice of the defect to SBS and, if the defect is as a result of damage in transit, within five days of the time the Customer discovers or ought to have discovered the defect and for any other defect, within a reasonable time of discovery by the Customer; and

- 12.3.2.** SBS is given a reasonable opportunity after receiving the notice of examining such Products and the Customer (if asked to do so by SBS) returns such Products to SBS's place of business at SBS's cost for the examination to take place there.
- 12.4.** SBS shall not be liable for a breach of any of the warranties in Condition 12.1 and 12.2 if:
- 12.4.1.** the Customer (or any of its agents or employees) makes any further use of such Products after giving such notice; or
- 12.4.2.** the defect arises because the Customer (or any of the Customer's agents or employees) failed to follow:
- 12.4.2.1.** SBS's oral or written instructions (where provided);
- 12.4.2.2.** the relevant product information set out on the Website as to the storage, installation, use or maintenance of the Products; and
- 12.4.2.3.** the instructions set out in the relevant Data Sheet(s) (if any).
- 12.5.** Subject to Conditions 12.3 and 12.4, if any of the Products do not conform with any of the warranties in Condition 12.1 or 12.2, SBS shall at its own option replace such Products or refund the price of such Products at the pro rata Contract rate provided that, if SBS so requests, the Customer shall, at SBS's expense, return the Products.
- 12.6.** SBS will not be liable for a breach of any of the warranties in Condition 12.1 or 12.2 where and to the extent that a defect arises as a result of the Customer's (or the Customer's agents or employees') negligence.
- 12.7.** If SBS complies with Condition 12.4 SBS shall have no further liability (in contract, tort (including, without limitation, negligence) or otherwise) for breach of any of the warranties in Condition 12.1 or 12.2 in respect of such Products.
- 12.8.** SBS's obligations to replace the Products or refund the price of such Products under Condition 12.5 shall not apply to any replacement Products supplied by SBS.

13. LIMITATION OF LIABILITY

- 13.1.** Subject to Conditions 13.2, 13.3 and 13.4, the following provisions set out the entire liability of SBS (including any liability for the acts or omissions of its employees, agents and subcontractors) to the Customer in respect of:
- 13.1.1.** any breach of these Conditions;
- 13.1.2.** any use made or resale by the Customer of any of the Products, or of any product incorporating any of the Products; and
- 13.1.3.** any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.
- 13.2.** All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.
- 13.3.** Nothing in these Conditions excludes or limits the liability of SBS:
- 13.3.1.** for death or personal injury caused by SBS's negligence;
- 13.3.2.** under section 2(3), Consumer Protection Act 1987;

13.3.3. for any matter which it would be illegal for SBS to exclude or attempt to exclude its liability; or

13.3.4. for fraud or fraudulent misrepresentation.

13.4. Subject to Conditions 13.2 and 13.3:

13.4.1. SBS's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the Contract price; and

13.4.2. SBS shall not be liable to the Customer for loss of profit, loss of business, or depletion of goodwill in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the supply or use of the Products (including, without limitation, use of the Products in conjunction with any other reagents, materials or products of any kind).

14. TERMINATION

14.1. Without prejudice to the foregoing, SBS may terminate the Contract immediately if:

14.1.1. the Customer fails to pay the price on the due date;

14.1.2. the Customer is in breach of any term of the Contract and has failed to remedy such breach within 28 days of receipt of written notice specifying the breach and requiring it to be remedied;

14.1.3. there is a material change in the ownership or control of the Customer; or

14.1.4. the Customer is wound up or becomes insolvent or has a receiver or administrative receiver appointed or suffers the appointment or the presentation of a petition for the appointment of an administration or any equivalent or analogous event occurs in any other jurisdiction.

14.2. The termination of the Contract (howsoever arising) will be without prejudice to any rights and remedies which may have accrued to either party.

14.3. Any Conditions which impliedly have effect after termination or expiry will continue to be enforceable notwithstanding termination or expiry.

14.4. On termination of the Contract for any reason:

14.4.1. the Customer shall immediately pay to SBS all of SBS's outstanding unpaid invoices and interest and, in respect of Life Sciences Products supplied but for which no invoice has been submitted, SBS may submit an invoice, which shall be payable immediately on receipt; and

14.4.2. the provisions of clause 6.7 shall apply.

15. ASSIGNMENT

15.1. SBS may assign the Contract or any part of it to any person, firm or company.

15.2. The Customer shall not be entitled to assign the Contract or any part of it without the prior written consent of SBS.

16. FORCE MAJEURE

16.1. SBS reserves the right to defer the date of delivery or to cancel the Contract or reduce the volume of the Products ordered by the Customer (without liability to the Customer) if it is

prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of SBS including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials. SBS's performance under any Contract is deemed to be suspended for the period that the event in question continues, and SBS will have an extension of time for performance for the duration of that period.

17. DATA PROTECTION

17.1. SBS agrees that it shall only process the Customer's personal data (as defined in the Data Protection Act 1998 ("DPA"), and all regulations, codes of practice and guidance notes made under the DPA and all subsequent amending or secondary legislation or orders) for the purposes of performing its obligations under the Contract and SBS will at all times process the Customer's personal data in accordance with the DPA and will take all reasonable security measures as are required to ensure SBS's compliance with the DPA.

18. GENERAL

18.1. Each right or remedy of SBS under the Contract is without prejudice to any other right or remedy of SBS whether under the Contract or not.

18.2. If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.

18.3. Failure or delay by SBS in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract.

18.4. Any waiver by SBS of any breach of, or any default under, any provision of the Contract by the Customer shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.

18.5. The parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

18.6. These Conditions and any document expressly referred to in them represent the entire agreement between the parties in relation to the subject matter of any Contract and supersede any prior agreement, understanding or arrangement between SBS and the Customer, whether oral or in writing.

18.7. The parties each acknowledge that, in entering into the Contract, neither of them has relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations between them prior to such Contract except as expressly stated in these Conditions.

- 18.8.** Neither party shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date of any Contract (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in these Conditions.
- 18.9.** SBS has the right to revise and amend these Conditions from time to time. The Customer will be subject to the policies and Conditions in force at the time that it orders Products from SBS, unless any change to those policies or these Conditions is required to be made by law or governmental authority (in which case it will apply to orders previously placed by the Customer), or if SBS notifies the Customer of the change to those policies or these Conditions before SBS sends the Customer the Dispatch Confirmation (in which case SBS has the right to assume that the Customer has accepted the change to the Conditions, unless the Customer notifies SBS to the contrary within seven working days of receipt by the Customer of the Dispatch Confirmation).
- 18.10.** This Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law, and the parties submit to the exclusive jurisdiction of the English courts.

19. COMMUNICATIONS

- 19.1.** Applicable laws require that some of the information or communications SBS sends to the Customer should be in writing. When placing orders through the Website, the Customer accepts that communication with SBS will be mainly electronic. SBS will contact the Customer by e-mail or provide it with information by posting notices on the Website. For contractual purposes, the Customer agrees to this electronic means of communication and acknowledges that all contracts, notices, information and other communications that SBS provides to the Customer electronically comply with any legal requirement that such communications be in writing. This condition does not affect the Customer's statutory rights.
- 19.2.** All notices given by the Customer to SBS must be given to SBS at lifesciences.customerservices@sourcebioscience.com. SBS may give notice to the Customer at either the e-mail or postal address the Customer provides to SBS when placing an order.
- 19.3.** Notice will be deemed received and properly served immediately when posted on the Website, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.