



AMS Biotechnology (Europe) Limited

Terms of Sale

Terms of Sale

(1) Introduction

Please read these terms of sale carefully.

You will be asked to expressly agree to these terms of sale before you place an order for products from our website.

(2) Interpretation

In these terms of sale, "we" means AMS Biotechnology (and "us" and "our" will be construed accordingly); and "you" means our customer or potential customer for products (and "your" will be construed accordingly).

(3) Order process

The advertising of products on our website constitutes an "invitation to treat"; and your order for products constitutes a contractual offer. No contract will come into force between you and us unless and until we accept your order in accordance with the procedure detailed below.

In order to enter into a contract to purchase products from us, you will need to take the following steps: (i) you must add the products you wish to purchase to your shopping cart, and then proceed to the checkout; (ii) if you do not have a credit account with us you may pay for your order with an acceptable bank or credit card or contact our sales office to request a *pro-forma* invoice or the opening of a credit account (a request which may or may not be granted); if you are an existing customer with a credit account you may instead elect to charge the purchase to your account; (iii) you must select your preferred method of delivery and confirm your order and your consent to these terms of sale; (iv) if you have elected to pay by an acceptable bank or credit card you will be transferred to our payment gateway for your payment to be processed; (v) if the order (and, if applicable, bank or credit card payment) is/are processed successfully the web site will acknowledge your order and we will send you an email acknowledgement of your order; and (vi) once we have checked whether we are able to meet your order, we will either send you an order confirmation (at which point your order will become a binding contract) or we will confirm by email that we are unable to meet your order.

We will not file a copy of these terms of sale specifically in relation to your order. We may update the version of these terms of sale on the website from time to time, and we do not guarantee that the version you have agreed to will remain accessible. We therefore recommend that you download, print and retain a copy of these terms of sale for your records.

The only language in which we provide these terms of sale is English.

Before you place your order, you will have the opportunity of identifying whether you have made any input errors by reviewing the order confirmation page at the end of the purchasing sequence and/or by reviewing the email acknowledgement that you will receive at the end of the ordering sequence. You may correct those input errors contacting the UK sales office before mid-day local time on the first working day after the order is placed.

(4) The products

We are a premier provider of quality life science research reagents and services.

(5) Price and payment

Whenever possible prices for products are quoted on our website. Where no price is stated prices are available on enquiry. The website contains several hundred thousand products and it is always possible that some of the prices on the website may be incorrect. We will verify prices as part of our sale procedures so that a product's correct price will be stated when your order is confirmed.

In addition to the price of the products, you will have to pay a delivery charge, which will be as stated when your order is confirmed.

Unless we have granted you a credit account payment must be made upon the submission of your order. We may withhold the products and/or cancel the contract between us if the price is not received from you in full in cleared funds.

From time to time we may agree to open a customer account for you, enabling you to pay in arrears. Where you hold a customer account, then upon or following the dispatch of products, we will send to you an invoice for payment of the price of those products, and you will pay such invoice within thirty [30] days of the date of the invoice. Accounts will be subject to such credit limits as we may notify to you from time to time.

If you do not pay any amount properly due to us under or in connection with these terms of sale on time, we may: charge you interest on the overdue amount at the rate of 8% per year above the base rate of HSBC Bank plc from time to time (which interest will accrue daily until the date of actual payment, be compounded quarterly, and be payable on demand); or claim interest and statutory compensation from you pursuant to the Late Payment of Commercial Debts (Interest) Act 1998.

The prices on the website exclude all value added taxes (where applicable).

Payment for all products must be made by bank transfer, cheque or by an acceptable bank or credit card. Account holders may pay by bank transfer or cheque only; accounts may not be settled by bank or credit card.

Prices for products are liable to change at any time, but changes will not affect contracts which have come into force.

(6) Delivery policy

We will arrange for the products to be delivered to the address for delivery indicated in your order. The time needed for delivery is determined by our suppliers and we aim to keep you fully informed of any untoward delays. We will use reasonable endeavours to deliver products in a timely manner. However, we cannot guarantee delivery by any specific date.

(7) Risk and ownership

The products will be at your risk from the time of delivery. Ownership of the products will only pass to you upon the later of:

- (a) delivery of the products; and
- (b) receipt by us of full payment of all sums due in respect of the products (including delivery charges).

Until ownership of the products has passed to you, you will possess the products as our fiduciary agent and bailee, you will store the products separately from other goods, will ensure that the products are clearly identifiable as belonging to us, and you will ensure that they are properly stored in a safe, dry and clean environment.

We will be entitled to recover payment for the products even where ownership has not passed to you.

(8) Product warranties

We warrant to you that the products purchased from our website will:

- (a) conform in all material respects to any applicable specification of such products published on our website and/or issued by us; and
- (b) be free from material defects in materials and workmanship.

For the avoidance of doubt, above warranties do not cover any defect in the products arising from fair wear and tear, wilful damage, accident, negligence (including, but not limited to, inappropriate storage) by you or a third party, use otherwise than in accordance with the manufacturer's or our instructions or recommendations, or any alteration carried out by you or any third party.

These terms of sale set out the full extent of our obligations and liabilities in respect of the products supplied hereunder. To the maximum extent permitted by applicable law and subject to the first paragraph of Section [13], all conditions, warranties or other terms concerning the products which might otherwise be implied into a contract under these terms of sale are expressly excluded.

(9) Returns, refunds and replacements

Products may only be returned to us with our prior agreement, at your expense, and according to our directions. Any products returned in contravention of this Section will not be the subject of any refunds or replacements and you will continue to be liable for payment of the price of such products.

Where you return products to us in accordance with the provisions of this Section, and in our reasonable opinion those products do not conform with the warranties set out in Section [8], then you will be entitled to replacement products (where replacements are available) or, where we agree, a refund of the price paid in respect of those products (including all delivery charges).

(10) Your warranties

You warrant to us that:

- (a) you are legally capable of entering into binding contracts, and you have full authority, power and capacity to agree to these terms of sale, and
- (b) any you are lawfully entitled to any tax or fiscal exemptions or privileges that you are claiming for your order, and
- (c) the use of the products we supply is lawful, and
- (d) the products we supply will not be used in any jurisdiction or domain that is proscribed by law, and

(e) the information provided in your order is accurate and complete; and

(f) you will be able to accept delivery of the products.

(11) Your indemnity

You hereby indemnify us and undertake to keep us indemnified against all and any liabilities, losses, damages, expenses and costs (including legal expenses and amounts paid in settlement of any demand, action or claim) arising, directly or indirectly, out of a breach by you of any of your obligations under these terms of sale.

(12) Force majeure

In this Section [12] and Section [13] below, "force majeure event" means:

- (a) any event which is beyond our reasonable control;
- (b) the unavailability of raw materials, components or products; and/or
- (c) power failure, industrial disputes affecting any third party, governmental regulations, fires, floods, disasters, civil riots, terrorist attacks or wars.

Where a force majeure event gives rise to a failure or delay in us performing our obligations under these terms of sale, those obligations will be suspended for the duration of the force majeure event.

If we become aware of a force majeure event which gives rise to, or which is likely to give rise to, any failure or delay in us performing our obligations under these terms of sale, we will notify you forthwith.

We will take reasonable steps to mitigate the effects of the any force majeure event.

(13) Limitations and exclusions of liability

Nothing in the terms of sale will: (a) limit or exclude the liability of a party for death or personal injury resulting from negligence; (b) limit or exclude the liability of a party for fraud or fraudulent misrepresentation by that party; (c) limit any liability of a party in any way that is not permitted under applicable law; or (d) exclude any liability of a party that may not be excluded under applicable law.

The limitations and exclusions of liability set out in this Section [and elsewhere in the terms of sale]: (a) are subject to the preceding paragraph; and (b) govern all liabilities arising under the terms of sale or in relation to the subject matter of the terms of sale, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty.

We will not be liable to you in respect of any losses arising out of a force majeure event.

We will not be liable to you in respect of any business losses, such as loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.

We will not be liable to you in respect of any loss or corruption of any data, database or software.

We will not be liable to you in respect of any special, indirect or consequential loss or

damage.

Our aggregate liability to you under the terms of sale will not exceed the greater of: (a) one thousand pounds Sterling and (b) the total amount paid or (if greater) payable by you to us under the terms of sale.

(14) Contract cancellation

We may cancel a contract to supply products made under these terms of sale immediately by written notice to you if:

- (a) you fail to pay, on time and in full, any amount due to us under any contract, or commit any material breach of your obligations to us under any contract;
- (b) you cease to trade;
- (c) you become insolvent or unable to pay your debts within the meaning of the insolvency legislation applicable to you;
- (d) a person (including the holder of a charge or other security interest) is appointed to manage or take control of the whole or part of your business or assets, or notice of an intention to appoint such a person is given or documents relating to such an appointment are filed with any court;
- (e) the ability of your creditors to take any action to enforce their debts is suspended, restricted or prevented, or some or all of your creditors accept, by agreement or pursuant to a court order, an amount of less than the sums owing to them in satisfaction of those sums; or
- (f) any process is instituted which could lead to you being dissolved and your assets being distributed to your creditors, shareholders or other contributors (other than for the purposes of solvent amalgamation or reconstruction).

(15) Consequences of cancellation

Upon the cancellation of a contract in accordance with Section [14]:

- (a) we will cease to have any obligation to deliver products which are undelivered at the date of cancellation;
- (b) you will continue to have an obligation where applicable to pay for products which have been delivered at the date of cancellation (without prejudice to any right we may have to recover the products); and
- (c) all the other provisions of these terms of sale will cease to have effect, except that Sections 7 to 13 and 15 will survive termination and have effect indefinitely.

(16) Scope of these terms of sale

These terms of sale do not constitute or contain any assignment or licence of any intellectual property rights, do not govern the licensing of works (including software and literary works) comprised or stored in products, and do not govern the provision of any services by us or any third party in relation to the products.

(17) General terms

Images of products on our website are for illustrative purposes; actual products may

differ from such images.

We will treat all your personal information that we collect in connection with your order in accordance with the terms of our privacy policy; use of our website will be subject to our website terms of use. These documents can be consulted on our web site.

Contracts under these terms of sale may only be varied by an instrument in writing signed by both you and us. We may revise these terms of sale from time-to-time, but such revisions will not affect the terms of any contracts which we have entered into with you.

If any provision of these terms of sale is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions will remain in full force and effect, and such invalid or unenforceable provisions or portion thereof will be deemed omitted.

No waiver of any provision of these terms of sale, whether by conduct or otherwise, in any one or more instances, will be deemed to be, or be construed as, a further or continuing waiver of that provision or any other provision of these terms of sale.

You may not assign, charge, sub-contract or otherwise transfer any of your rights or obligations arising under these terms of sale. Any attempt by you to do so will be null and void. We may assign, charge, sub-contract or otherwise transfer any of our rights or obligations arising under these terms of sale, at any time.

Each contract under these terms of sale is made for the benefit of the parties to it and is not intended to benefit, or be enforceable by, any other person. The right of the parties to terminate, rescind, or agree any amendment, variation, waiver or settlement under such contracts is not subject to the consent of any person who is not a party to the relevant contract.

Subject to the first paragraph of Section [13]: these terms of sale contain the entire agreement and understanding of the parties in relation to the purchase of products from our website, and supersede all previous agreements and understandings between the parties in relation to the purchase of products from our website; and each party acknowledges that no representations not expressly contained in these terms of sale have been made by or on behalf of the other party in relation to the purchase of products from our website.

These terms of sale will be governed by and construed in accordance with English law, and the courts of England and Wales will have non-exclusive jurisdiction to adjudicate any dispute arising under or in relation to these terms of sale.

(18) About us

Our full name is AMS Biotechnology (Europe) Limited

Our registered office and our principal trading address is 184 Milton Park, Abingdon, Oxfordshire OX14 4SE

Our company registration number is 2117791

Our email address is info@amsbio.com

Our VAT number is GB 502 2372 95

Supplies by our Swiss office are made under VAT number 188 478