

## Terms of Business

### 1. BASIS OF CONTRACT

Business Customers: These Terms of Business only apply to customers purchasing Goods from us in the course of a business.

**Please read the following terms and conditions before placing your Order.**

1.1. These Conditions apply to the contract ("Contract") between LIFE SCIENCE GROUP LTD ("LSG") and the Buyer for the sale and purchase of the goods set out in the attached Purchase Order to the exclusion of any other terms that the Buyer seeks to impose or incorporate or which are implied by trade, custom, practice or course of dealing.

1.2. The Buyer's order for goods from LSG (Order) constitutes an offer by the Buyer to buy the goods (or any part of them) set out in the Order (Goods) in accordance with these Conditions. The Buyer shall ensure that the Order's terms and any relevant specification for the Goods, that is supplied to LSG by the Buyer, or produced by LSG and agreed in writing by the Buyer (in either case, the Specification) are complete and accurate. The Order shall only be deemed to be accepted when LSG issues a written acceptance of the Order, at which point the Contract shall come into existence.

1.3. These terms of business together with the Purchase Order form, and Order Confirmation and acceptance form constitute the contract between you and us. The Contract constitutes the entire agreement between the parties. The Buyer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of LSG which is not set out in the Contract. Any samples, drawings, descriptive matter, or advertising issued by LSG and any descriptions or illustrations contained in LSG's marketing materials are issued or published for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract or any other contract between LSG and the Buyer for the Goods' sale. In the event of conflict between these Terms and Conditions and any other terms and conditions (of the Buyer or otherwise), the former shall prevail unless expressly otherwise agreed by LSG in writing.

1.4. A quotation for the Goods given by LSG shall not constitute an offer. A quotation shall only be valid for a period of 30 days from its date of issue. All Quotations are made, and Confirmations accepted subject to these terms of business and no addition to, or variation of, these Terms of Business shall be binding unless agreed to by the Company in writing.

#### Definitions

- a) The Goods: means the goods which are to be provided by LSG to the Buyer as specified in the Purchase Order and confirmed in LSG's Order Confirmation.
- b) Quotation: means a written quotation submitted by LSG to the Buyer.
- c) Order: means the Buyer's order for the Goods, as set out in the Buyer's Purchase Order.
- d) Confirmation: means LSG's acceptance and confirmation of the Buyer's Order.

- e) The Contract: means the Contract between LSG and the Buyer for the sale and purchase of the Goods in accordance with these Conditions.
- f) The Specification: means the precise requirement as provided by the Buyer to LSG.

## 2. DELIVERY

- 2.1. LSG shall ensure that each Goods' delivery is accompanied by a delivery note which shows the Order date, the type and quantity of the Goods, special storage instructions (if any) and, if the Order is being delivered by instalments, the outstanding balance of Goods remaining to be delivered
- 2.2. LSG shall deliver the Goods to the location set out in the Order or such other location as the parties may agree (Delivery Location) at any time after LSG notifies the Buyer that the Goods are ready. Delivery of the Goods shall be completed on the Goods' arrival at the Delivery Location.
- 2.3. Any dates quoted for delivery are approximate only: the time of delivery is not of the essence. LSG shall not be liable for any delay in the Goods' delivery that is caused by any Unforeseen Event (as defined in Condition 8.2) or the Buyer's failure to provide LSG with adequate instructions.
- 2.4. If LSG fails to deliver the Goods, its liability shall be limited to the Buyer's costs and expenses incurred in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. LSG shall have no liability for any failure to deliver the Goods if such failure is caused by an Unforeseen Event or the Buyer's failure to provide LSG with adequate instructions.
- 2.5. If the Buyer fails to accept delivery of the Goods within 3 Business Days (a Business Day being a day other than a Saturday, Sunday or public holiday when banks in London are open for business) of LSG notifying the Buyer that the Goods are ready, then, except where such failure or delay is caused by an Unforeseen Event or the LSG's failure to comply with its obligations under the Contract: (a) delivery of the Goods shall be deemed to have been completed at 9.00 am on the third Business Day following the day on which LSG notified the Buyer that the Goods were ready; and (b) LSG shall store the Goods until delivery takes place, and charge the Buyer for all related costs and expenses (including insurance).
- 2.6. If 10 Business Days after LSG notified the Buyer that the Goods were ready for delivery the Buyer has not accepted delivery of them, LSG may resell or otherwise dispose of part or all, of the Goods.
- 2.7. The Buyer shall not be entitled to reject the Goods if LSG delivers up to and including 5% more or less than the quantity of Goods ordered, but a pro rata adjustment shall be made to the Order invoice on receipt of notice from the Buyer that the wrong quantity of Goods was delivered.
- 2.8. LSG may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate Contract. Any delay in delivery or defect in an instalment shall not entitle the Buyer to cancel any other instalment.

### 3. QUALITY

3.1. LSG warrants that on delivery, and for a period of 15 days from the date of delivery (the Warranty Period), the Goods shall: (a) conform in all material respects with their description and any applicable Specification; and (b) be free from material defects.

3.2. Subject to condition 3.3, if: (a) the Buyer gives notice in writing to LSG within 7 days of the time when it discovers or it ought to have discovered that some or all of the Goods do not comply with the warranties set out in condition 3.1; (b) LSG is given a reasonable opportunity of examining such Goods; and (c) the Buyer (if asked to do so by LSG) returns such Goods to LSG's place of business at LSG's cost, then LSG shall, at its option, replace (or repair) the defective Goods, or refund the price of the defective Goods in full.

3.3. LSG shall not be liable for Goods' failure to comply with the warranties set out in condition 3.1 if: (a) the Buyer makes any further use of such Goods after giving notice in accordance with condition 3.2; (b) the defect arises because the Buyer failed to follow any of LSG's instructions relating to the Goods or (if there are none) good trade practice; (c) the defect arises as a result of LSG following any Specification; (d) the Buyer alters or repairs such Goods without LSG's written consent; or (e) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions or the goods differ from their description in any respect however minor as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

3.4. Except as provided in this condition 3, LSG shall have no liability to the Buyer in respect of the Goods' failure to comply with the warranty set out in condition 3.1.

3.5. Except as set out in these Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

3.6. These Conditions shall apply to any replacement (or repaired) Goods supplied by LSG.

### 4. TITLE AND RISK

4.1. The risk in the Goods shall pass to the Buyer on completion of delivery.

4.2. Title to the Goods shall not pass to the Buyer until LSG has received payment in full (in cash or cleared funds) for the Goods.

4.3. Until title to the Goods has passed to the Buyer, the Buyer shall: (a) hold the Goods on a fiduciary basis as LSG's bailee; (b) store the Goods separately from all other goods held by the Buyer so that they remain readily identifiable as LSG's property; (c) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods; (d) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery; (e) notify LSG immediately if it becomes subject to any of the events listed in condition 6.2; and (f) give LSG such information relating to the Goods as LSG may require from time to time, but the Buyer may resell or use the Goods in the ordinary course of its business.

4.4. If before title to the Goods passes to the Buyer the Buyer becomes subject to any of the events listed in condition 6.2, or LSG reasonably believes that any such event is about to happen and notifies the Buyer accordingly, then, provided that the Goods have not been resold, or irrevocably incorporated into another product, and without limiting any other right or remedy LSG may have, LSG may at any time require the Buyer to deliver up the Goods and, if the Buyer fails to do so promptly, enter any Buyer premises or of any third party where the Goods are stored in order to recover them.

## 5. PRICE AND PAYMENT

5.1. The price of the Goods shall be the price set out in the Order, or, if no price is quoted, the price set out in LSG's published price list in force as at the date of delivery. All prices are DAP (Incoterms 2013).

5.2. LSG may, by giving notice to the Buyer at any time up to 10 Business Days before delivery, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to: (a) any factor beyond LSG's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs); (b) any request by the Buyer to change the delivery date(s), quantities or types of Goods ordered, or the Specification; or (c) any delay caused by any Buyer instructions or the Buyer's failure to give LSG adequate or accurate information or instructions.

5.3. The Goods' price is exclusive of: (a) packaging costs and charges, insurance and transport of the Goods, which shall be paid by the Buyer when it pays for the Goods; and (b) value added tax (VAT), if applicable, and the Buyer shall, on receipt of a valid VAT invoice from LSG, pay to LSG such additional amounts in respect of VAT as are chargeable on the Goods' supply.

5.4. LSGD may invoice the Buyer for the Goods on or at any time after the completion of delivery.

5.5. The Buyer shall pay the invoice in full and in cleared funds within 30 Calendar Days of the invoice date. Payment shall be made to the bank account nominated in writing by LSG. Time of payment is of the essence.

5.6. If the Buyer fails to make any payment due to LSG under the Contract by the due date for payment (due date), then the Buyer shall pay interest on the overdue amount at the rate of 4% per annum above HSBC Bank Plc's base lending rate from time to time. Such interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. In the alternative, LSG may claim interest and compensation pursuant to the Late Payment of Commercial Debt (Interest) Act 1998: The Buyer shall pay interest due to LSG together with the overdue amount. Consistent late payment in may result in LSG cancelling or suspending all further deliveries and any sum owing by the Buyer shall immediately become due and payable.

5.7. The Buyer shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Buyer shall not be entitled to assert any credit, set-off or counterclaim against LSG in order to justify withholding payment of any such amount in whole or in part. LSG may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Buyer against any amount payable by LSG to the Buyer.

## 6. BUYER'S INSOLVENCY OR INCAPACITY

6.1. If the Buyer becomes subject to any of the events listed in condition 6.2, or LSG reasonably believes that the Buyer is about to become subject to any of them and notifies the Buyer accordingly, then, without limiting any other right or remedy available to LSG, LSG may cancel or suspend all further deliveries under the Contract or under any other contract between the Buyer and LSG without incurring any liability to the Buyer, and all outstanding sums in respect of Goods delivered to the Buyer shall become immediately due.

6.2. For the purposes of condition 6.1, the relevant events are: (a) an order is made or a resolution is passed for the Buyer's winding up; (b) an order is made for the appointment of an administrator to manage the Buyer's affairs, business and property, or such an administrator is

appointed; (c) a receiver or manager or administrative receiver is appointed in respect of all or any of the Buyer's assets or undertaking or circumstances arise which entitle the court or a creditor to appoint a receiver or manager or administrative receiver or which entitle the court to make a winding-up or bankruptcy order or the Buyer takes or suffers any similar or analogous action in consequence of debt; (d) an arrangement or composition is made by the Buyer with its creditors; (e) an application to a court for protection from its creditors is made by the Buyer (f) any event occurs, or proceeding is taken, with respect to the Buyer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in condition 6.2(a) to 6.2(e) (inclusive); or (g) the Buyer suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

#### Effects of Termination

Upon the termination of the Agreement for any reason:

6.2.1 any sum owing by the Buyer to LSG under any provisions of the Agreement shall become immediately due and payable;

6.2.2 all Clauses which, either expressly or by their nature, relate to the period after the expiry or termination of the Agreement shall remain in full force and effect;

6.2.3 termination shall not affect or prejudice any right to damages or other remedy which LSG the terminating Party may have in respect of the event giving rise to the termination or any other right to damages or other remedy which LSG may have in respect of any breach of the Agreement which exists at or before the date of termination.

## 7. LIMITATION OF LIABILITY

7.1. Nothing in these Conditions shall limit or exclude LSG's liability for: (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable); (b) fraud or fraudulent misrepresentation; (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979; or (d) any matter in respect of which it would be unlawful for LSG to exclude or restrict liability. A Buyer's rights under the Consumer Protection Act 1987 are not limited or excluded by these Conditions.

7.2. Subject to condition 7.1: (a) LSG shall not be liable to the Buyer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit or indirect or consequential loss arising under or in connection with the Contract; and (b) LSG's total liability to the Buyer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall not exceed the greater of £25,000 or 100% of the Goods' price for the relevant Order.

## 8. GENERAL

8.1. LSG may assign, transfer or subcontract any of its rights and obligations to any person, firm or company. The Buyer shall not be entitled to assign, transfer or subcontract any of its rights or obligations under this Contract without LSG's prior written consent.

8.2. Neither party shall be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by an Unforeseen Event. An Unforeseen Event means any event beyond a party's reasonable control, which by its nature

could not have been foreseen, or, if it could have been foreseen, was unavoidable.

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

8.4. If any court or competent authority finds that any provision of these conditions (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this agreement shall not be affected.

8.5. Failure or delay by LSG in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of its rights under the Contract. Any waiver by LSG shall not be deemed a waiver of any subsequent breach

8.6. 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. Save for the provision in sub-clause 8.6 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.

8.7. All notices between the parties about the Contract shall be in writing and delivered by hand or sent by recorded mail, registered post, pre-paid first class post or sent by fax to the relevant party's registered office or such changed address it has previously notified to the other. Notices shall be deemed to have been received: (a) if sent by recorded mail, registered post, pre-paid first class post, two Business Days after posting (exclusive of the day of posting); (b) if delivered by hand, on the day of delivery; or, (c) if sent by fax on a Business Day prior to 4.00 pm, at the time of transmission and otherwise on the next Business Day.

8.8. The Contract shall be governed by and construed in accordance with English law and the parties submit to the exclusive jurisdiction of the English courts.

8.9. If LSG merge with another company or transfer our business to a limited company, a partnership or limited liability partnership (LLP), these arrangements, and all rights and liabilities arising from them, will automatically transfer to the new entity.

## Company Information

Registered Name:	Life Science Group Ltd
Registered Office:	Northside House, Mount Pleasant, Barnet, Herts EN4 9EE
VAT Number:	GB 944 2426 26
Registered in England and Wales, Registration Number:	06606016
Technical Plant Registration Number:	01/039/8002ABP/HAN

## Contact Details

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