



Conditions of Sale

1. Definitions and Formation of Contract

- 1.1 The COMPANY shall mean Inspiralis Limited, Innovation Centre, Norwich Research Park, Colney Lane, Norwich, UK, NR4 7GJ.
- 1.2 The CUSTOMER shall mean the person, firm, company, or other organisation entering into the CONTRACT
- 1.3 The PRODUCT shall mean such items manufactured by the COMPANY and/or supplied by the COMPANY to the CUSTOMER as specified in the CUSTOMER'S ORDER.
- 1.4 The PRODUCT DESCRIPTION shall mean the written specification of the PRODUCTS as detailed on the applicable product page on the website at www.inspiralis.com (WEBSITE).
- 1.5 To purchase PRODUCTS from COMPANY the CUSTOMER shall follow the onscreen prompts to place an ORDER for PRODUCTS.
- 1.6 The order process shall allow CUSTOMERS to check and amend any errors before submitting an order to purchase PRODUCTS through the WEBSITE (an ORDER) to the COMPANY.
- 1.7 Each ORDER is an offer by the CUSTOMER to buy the PRODUCTS specified in the ORDERS subject to these CONDITIONS. The CUSTOMER is responsible for ensuring that the terms of the ORDER are complete and accurate.
- 1.8 Upon submitting an ORDER the COMPANY will provide an email acknowledging that the ORDER has been received. This acknowledgement is not an acceptance of an ORDER.
- 1.9 All CONTRACTS entered into by the COMPANY are subject to and governed solely by these Conditions which may only be varied by the COMPANY in writing. These Conditions apply to the CONTRACT to the exclusion of any other terms that the CUSTOMER seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing. By submitting an ORDER to the COMPANY, and by ticking the box before the check-out to confirm that the

CUSTOMER agrees to these CONDITIONS, the CUSTOMER confirms their agreement to these Conditions.

- 1.10 AN ORDER shall only be deemed accepted once the COMPANY issues a written ACCEPTANCE OF ORDER. Upon the issue of an ACCEPTANCE OF ORDER, the CONTRACT is formed. In the event that the COMPANY cannot accept an ORDER, the COMPANY will not provide an ACCEPTANCE OF ORDER but will notify the Customer that it cannot fulfil the ORDER and will provide a full refund of the PAYMENT.
- 1.11 The ACCEPTANCE OF ORDER shall mean the acceptance of an ORDER in writing (including via an email of confirmation) by the COMPANY.

2. Products

- 2.1 It is the CUSTOMER's sole responsibility to ensure that the PRODUCTS ordered are suitable and safe for their intended use or environment of use by the CUSTOMER, or that of any third party to whom the PRODUCTS are transferred, and the CUSTOMER (or such third party) shall be solely responsible for implementing any and all safety precautions when using, handling, storing, or transporting the PRODUCTS.
- 2.2 The COMPANY shall use all reasonable endeavours to ensure that the PRODUCT DESCRIPTION as expressed on the website is accurate in all material respects.
- 2.3 The COMPANY reserves the right to amend the PRODUCT DESCRIPTION at any time if required by any applicable statutory or regulatory requirement, and the COMPANY shall notify the CUSTOMER in any such event.
- 2.4 The CUSTOMER shall use the PRODUCT for research purposes and in vitro use only. These products are not suitable for administration to humans or animals.
- 2.5 The CUSTOMER shall handle the PRODUCTS in a suitable and safe manner and shall comply with any instructions supplied to it by the COMPANY.
- 2.6 The CUSTOMER shall also pass on to its users (including purchasers and users of other goods and equipment into which the PRODUCTS are incorporated) all relevant safety information.

3. Prices and Quotations

The price due to be paid by the CUSTOMER for each a PRODUCT (PRICE) shall:

- (a) Include the cost of the PRODUCT as expressed on the WEBSITE;
- (b) include any applicable value added tax (VAT) at the applicable current rate chargeable in the UK for the time being. However, if the rate of VAT changes between the date of your ORDER and the date of delivery, we will adjust the VAT you pay, unless you have already paid for the PRODUCTS in full before the change in VAT takes effect.,;

- (c) include the costs and charges of packaging, insurance, and shipping and delivery of the PRODUCT. Our delivery charges are as advised to you during the check-out process, before you confirm your ORDER.; and
- (d) exclude any other taxes or customs/excise duties which shall be charged to the CUSTOMER by the carrier company directly.

4. Payments

- 4.1 Payment of the PRICE for each PRODUCT shall be made at the point in which the CUSTOMER submits the ORDER. The PRICE shall be as quoted on our WEBSITE at the time you submit your ORDER. We take all reasonable care to ensure that the PRICES of PRODUCTS are correct at the time when the relevant information was entered onto the system.
- 4.2 We sell a large number of PRODUCTS through our WEBSITE. It is always possible that, despite our reasonable efforts, some of the PRODUCTS on our WEBSITE may be incorrectly priced. If we discover an error in the price of the PRODUCTS you have ordered we will contact you to inform you of this error and we will give you the option of continuing to purchase the PRODUCTS at the correct price or cancelling your ORDER. We will not process your ORDER until we have your instructions. If we are unable to contact you using the contact details you provided during the order process, we will treat the ORDER as cancelled and notify you in writing. If we mistakenly accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may cancel supply of the PRODUCTS and refund you any sums you have paid.
- 4.3 Payment for the PRICE of the PRODUCTS shall be made using a debit card or credit card. We accept the following cards: Visa and Mastercard. Payment may be made in GB Pounds Sterling, US Dollars or Euros by selecting the relevant currency prior to submitting the ORDER.
- 4.4 The exchange rate calculated for the PRICE shall be set at the point in which the PRODUCT was added to the shopping cart.
- 4.5 If the exchange rate changes during the time in which a CUSTOMER has PRODUCTS in their shopping cart but before submitting an ORDER, the exchange rate applied to the PRICE will not be recalculated. Therefore certain PRODUCTS may appear on the WEBSITE at a different PRICE to the PRICE showing in a shopping cart if there has been an exchange rate difference since the PRODUCTS were added to the shopping cart.
- 4.6 The PRODUCTS in the shopping cart and the exchange rate that is applicable to the PRICE shall be retained by website cookies, which will empty after 2-3 days, at which point the shopping cart shall automatically empty and any future applicable exchange rates shall be recalculated in accordance with Condition 4.3 above.
- 4.7 All amounts due under the CONTRACT shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

5. Delivery

- 5.1 THE COMPANY shall arrange delivery of PRODUCTS following receipt of the ORDER of the PRODUCTS from the CUSTOMER and following receipt of payment for the PRICE of the PRODUCTS.
- 5.2 For all ORDERS received by COMPANY before 12pm on a Friday, the COMPANY shall, subject to there being sufficient stock of the PRODUCT, arrange for a carrier to ship the PRODUCTS to the CUSTOMER the next working day (the following Monday). If an ORDER is received by COMPANY after 12pm on a Friday, the COMPANY shall, subject to there being sufficient stock of the PRODUCT, arrange for a carrier to ship the PRODUCTS to the CUSTOMER on the Monday the week after (in ten days' time). The COMPANY will provide you with an estimated delivery date in the ACCEPTANCE OF ORDER.
- 5.3 Unless otherwise agreed in writing, delivery of the PRODUCTS shall take place when the PRODUCTS are passed on to the carrier or shipping agent or to the CUSTOMER'S representative, whichever first shall occur.
- 5.4 The CUSTOMER shall ensure that adequate and safe facilities and procedures exist for receipt of the PRODUCTS at its premises at the time of delivery by the COMPANY or its agent or carrier.
- 5.5 Any dates quoted for delivery of the PRODUCTS are approximate only, and the time of delivery is not of the essence. The COMPANY shall not be liable for any delay in delivery of the PRODUCT, whether or not caused by the CUSTOMER'S failure to provide the COMPANY with adequate delivery instructions or any other instructions given by the CUSTOMER that are relevant to the supply of the PRODUCT. The COMPANY reserves the right to alter the delivery date by reasonable written notice to the CUSTOMER. The COMPANY does not accept any liability for any direct, consequential or economic loss or damage due to delay in delivery, however caused.
- 5.6 The CUSTOMER shall not be entitled unreasonably to delay delivery or refuse to accept delivery.
- 5.7 If the CUSTOMER fails to accept delivery of the PRODUCTS within three business days of the COMPANY notifying the CUSTOMER that the PRODUCTS are ready for delivery, in respect of the PRODUCTS:
- (a) delivery of the PRODUCTS shall be deemed to have been completed at 9.00 am on the third business day after the day on which the COMPANY notified the CUSTOMER that the PRODUCTS were ready; and
 - (b) the COMPANY shall store the Goods until actual delivery takes place, and charge the CUSTOMER for all related costs and expenses (including insurance).
- 5.8 However if in the opinion of the COMPANY the CUSTOMER:
- (a) is not ready to receive the PRODUCTS on the day identified for delivery;

- (b) fails to give the COMPANY adequate instructions or fails to collect PRODUCTS intended for collection; or
- (c) fails to comply with the provisions of conditions 5.4

in whole or part, then the COMPANY shall be entitled to store, dispose of or otherwise deal with the PRODUCTS in any way it sees fit without being responsible for any loss and to charge for any costs arising. In addition the COMPANY shall have the right to cancel the CONTRACT.

- 5.9 If ten business days after the day on which the COMPANY notified the CUSTOMER that the PRODUCTS were ready for delivery the CUSTOMER has not accepted actual delivery of them, the COMPANY may resell or otherwise dispose of part or all of the PRODUCTS and, after deducting reasonable storage and selling costs, account to the CUSTOMER for any excess over the price of the PRODUCTS or charge the CUSTOMER for any shortfall below the price of the PRODUCTS.
- 5.10 The CUSTOMER shall promptly notify the COMPANY in writing in the event that PRODUCTS do not arrive within seven days of their anticipated arrival. If we fail to deliver the PRODUCTS, our liability is limited to the cost of obtaining replacement PRODUCTS of a similar description and quality in the cheapest market available, less the PRICE of the PRODUCTS. However, we will not be liable to the extent that any failure to deliver was caused by an event of FORCE MAJEURE or because you failed to provide adequate delivery instructions or any other instructions that are relevant to the supply of PRODUCTS.
- 5.11 All shipments arranged by the CUSTOMER, and all goods when delivered to the CUSTOMER, will be insured at the CUSTOMER'S expense (covered within the PRICE) and COMPANY shall have no liability to the CUSTOMER for any damage caused to the PRODUCTS once handed over to the carrier by the COMPANY pursuant to Condition 5.3.
- 5.12 The extent of any packaging/protection given to the PRODUCTS will be at the COMPANY'S discretion. Special packaging stipulated by the CUSTOMER will be payable in addition to the PRICE by the CUSTOMER.
- 5.13 All deliveries will be accompanied by a delivery note which states the date of the ORDER, any relevant reference numbers, the type and quantity of the PRODUCTS delivered and any specific instructions relating to the delivery of the PRODUCTS.

6. Acceptance

- 6.1 The Customer may reject any PRODUCTS delivered to it that do not comply with Condition 8.1, provided that the notice of rejection is given to the COMPANY within five business days of Delivery.
- 6.2 If the CUSTOMER fails to give notice of rejection in accordance with Condition 6.1, it shall be deemed to have accepted the PRODUCTS.
- 6.3 The COMPANY shall not be liable for the PRODUCTS' failure to comply with Condition 8.1 in any of the following events:

- 6.3.1 the CUSTOMER makes any further use of those PRODUCTS after giving notice in accordance with Condition 6.1;
- 6.3.2 the defect arises because the CUSTOMER failed to follow the COMPANY'S oral or written instructions for the storage, and use handling of the PRODUCTS or (if there are none) good trade practice regarding the same;
- 6.3.3 the CUSTOMER alters or modifies those PRODUCTS without the written consent of the COMPANY;
- 6.3.4 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions;
- 6.3.5 the PRODUCTS differ from the PRODUCT DESCRIPTION as a result of changes made by COMPANY to ensure they comply with applicable statutory or regulatory requirements.
- 6.4 If the CUSTOMER provides notice to the COMPANY under Condition 6.1, the COMPANY must be given a reasonable opportunity to examine such PRODUCTS and be provided with evidence of such failure of the PRODUCTS to meet the requirements of Condition 8.1.
- 6.5 If the CUSTOMER rejects PRODUCTS under Condition 6.1 and, following inspection of the PRODUCTS or evidence provided pursuant to Condition 6.4 above, the COMPANY accepts such rejection, then the CUSTOMER shall be entitled to:
 - 6.6 require the COMPANY to replace the rejected PRODUCTS; or
 - 6.7 require the COMPANY to repay the price of the rejected PRODUCTS in full.
- 6.8 Once the COMPANY has complied with the CUSTOMER'S request, it shall have no further liability to the CUSTOMER for the rejected PRODUCTS' failure to comply with Condition 8.1.
- 6.9 The terms of this CONTRACT shall apply to any replacement PRODUCTS supplied by the COMPANY.

7. Risk and Title

- 7.1 The risk in the PRODUCTS shall pass to the CUSTOMER at the point at which the PRODUCTS are delivered to the CUSTOMER at the CUTOMER'S address.
- 7.2 Title to the PRODUCTS shall not pass to the CUSTOMER until the COMPANY receives payment in full (in cash or cleared funds) for the PRODUCT.
- 7.3 The COMPANY may recover the PRODUCT in respect of which title has not passed to the CUSTOMER at any time and the CUSTOMER irrevocably licences the Seller, its officers, employees and agents to enter upon any premises of the CUSTOMER, for the purpose either of satisfying itself that Condition 7.4 below is being complied with by the CUSTOMER, or of recovering any PRODUCTS in respect of which title has not passed to the CUSTOMER.

7.4 Until title to the PRODUCTS has passed to the CUSTOMER under these terms and conditions it shall possess the PRODUCTS as fiduciary agent and bailee of the COMPANY. The CUSTOMER shall store the PRODUCTS separately from other goods and shall ensure that they are clearly identifiable as belonging to the COMPANY. The CUSTOMER shall store the PRODUCTS in a satisfactory condition and keep them insured against all risks for their full price.

8. Warranty

8.1 The COMPANY warrants that all PRODUCTS will at the time of receipt by the CUSTOMER:

8.1.1 where relevant, conform in all material respects to the PRODUCT DESCRIPTION; and

8.1.2 conform to the relevant specifications as specified in the certificate of analysis delivered to the CUSTOMER on delivery of the PRODUCTS.

8.2 The CUSTOMER warrants to the COMPANY that the site where it intends to use the PRODUCTS is suitable in all respects for that intended purpose and is licensed in accordance with any relevant local regulations.

9. Exclusions and Limitations of Liability

9.1 The warranties on the part of the COMPANY in Condition 8 shall replace and exclude all common statutory or other warranties and conditions (except for the implied warranty of title) whether express or implied, including sections 13 to 15 of the Sale of Goods Act 1979 which are, to the fullest extent permitted by law, excluded from the CONTRACT.

9.2 The COMPANY shall not be bound by any representations or statements on the part of its employees or agents whether oral or in writing except where such representations or statements are expressly made part of the CONTRACT. We only supply the PRODUCTS for internal use by your business, and you agree not to use the PRODUCTS for any resale purposes, unless this has been otherwise agreed in advance by the COMPANY.

9.3 In no circumstances shall the COMPANY be liable in contract, tort (including negligence or breach of statutory duty) or otherwise for any loss (whether direct or indirect) of profits, goodwill or business opportunity or for any indirect, special or consequential loss (whether or not reasonably foreseeable and even if the COMPANY had been advised of the possibility of the CUSTOMER incurring the same) which arises out of or in connection with the CONTRACT.

9.4 The CUSTOMER shall handle the PRODUCTS in a suitable and safe manner and shall comply with any instructions supplied to it by the COMPANY. The CUSTOMER shall also pass on to its users (including purchasers and users of other goods and equipment into which the PRODUCTS are incorporated) all relevant safety information.

9.5 It is the CUSTOMER's responsibility to determine the suitability of any product, material or procedure for a specific purpose and to adopt such safety precautions

as may be necessary and prudent.

9.6 To the full extent permitted by applicable law, in no event shall the COMPANY be liable for any direct, indirect, incidental, special, punitive or consequential damages (including, without limitation, lost profit) that may result from the use or inability to use any PRODUCT(s). By purchasing the PRODUCT(s) from the COMPANY, the CUSTOMER acknowledges and agrees that the sole remedy of any claim by it or for it is free replacement of the product which is deemed not to conform to its stated PRODUCT DESCRIPTION.

9.7 Subject to the provisions of this Condition 9, the COMPANY'S total aggregate liability under or in connection with the CONTRACT, whether in contract, tort (including negligence) or otherwise, will in no circumstances exceed the total amount due to be paid by the CUSTOMER to the COMPANY under the CONTRACT.

10. Indemnities

10.1 The CUSTOMER shall indemnify the COMPANY in respect of any claim made against the COMPANY:

10.1.1 in relation to CUSTOMER'S use of the PRODUCTS;

10.1.2 the supply of the PRODUCTS by COMPANY to the CUSTOMER;

10.1.3 that the use to which the PRODUCTS are put by CUSTOMER infringes the patent copyright or other intellectual property rights of any third party; and/or

10.1.4 arising out of the failure by the CUSTOMER to observe the terms of the CONTRACT.

10.2 The provisions of Condition 10.1 shall not apply where the claim arises as a result of negligence of the COMPANY or use of the PRODUCTS by CUSTOMER in accordance with the COMPANY written instructions.

11. Termination

11.1 Without limiting its other rights or remedies, the COMPANY may suspend the supply or delivery of the PRODUCTS to you or, terminate this CONTRACT with immediate effect by giving written notice to the CUSTOMER if

11.1.1 the CUSTOMER commits a material breach of any term of the CONTRACT and (if such a breach is remediable) fails to remedy that breach within 7 days of CUSTOMER being notified in writing to do so;

11.1.2 the CUSTOMER takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

- 11.1.3 the CUSTOMER suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or
- 11.1.4 the CUSTOMER'S financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the CONTRACT is in jeopardy.
- 11.2 Termination of the Contract shall not affect the CUSTOMER's or the COMPANY'S rights and remedies that have accrued as at termination. Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

12. Force Majeure

- 12.1 The COMPANY shall have the right to cancel or delay deliveries of the PRODUCTS, and shall not be liable for any failure to fulfil the CONTRACT or any term or condition of the CONTRACT, if it is prevented from or hindered in or delayed in manufacturing or delivering the PRODUCTS by any circumstance beyond its reasonable control including but not limited to any strike, lock out or other industrial dispute, act of God, fire, explosion, flood, accident, epidemic, pandemic, compliance with regulations of any government part or international authority, plant breakdown, equipment failure and inability to obtain equipment, fuel, power materials or transportation, or anything directly or indirectly interfering with the raw materials (including but not limited to the price or supply of raw materials) or the manufacture, supply, shipment, arrival or delivery of the PRODUCTS (FORCE MAJEURE).
- 12.2 The COMPANY shall promptly notify the CUSTOMER if an event of FORCE MAJEURE arises and during the period in which the COMPANY is prevented from performing the CONTRACT the CUSTOMER shall be entitled after giving the COMPANY written notice of its intention to do so to purchase the PRODUCTS elsewhere at its own cost and risk and the COMPANY shall not be obliged to make up the difference which arise as a result.
- 12.3 If an event of FORCE MAJEURE exceeds one month the COMPANY may cancel the CONTRACT without liability.

13. Notices

- 13.1 Any notice or other communication given to a party under or in connection with the CONTRACT shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, or sent by pre-paid first class post, recorded delivery, commercial courier, or e-mail.
- 13.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred above, if sent by pre-paid first class post or recorded delivery, at 9.00 am on the second business day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by e-mail, one business day after transmission provided no error report is received by the sender.

13.3 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

14. Miscellaneous

14.1 The failure of the COMPANY to enforce its rights under the CONTRACT at any time for any period of time shall not be construed as a waiver of any such rights.

14.2 No variation to this CONTRACT shall have effect unless signed in writing on behalf of both parties by an officer of each party.

14.3 The CONTRACT is between the COMPANY and the CUSTOMER as principal and is not assignable by the CUSTOMER without the consent of the COMPANY. The COMPANY may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the CONTRACT.

14.4 The CUSTOMER undertakes not to use any trademark or trade names applied by the COMPANY to its PRODUCTS nor to do or permit anything whereby the goodwill and reputation of such trademarks or trade names is prejudiced or damaged.

14.5 A waiver of any right or remedy under the CONTRACT is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. 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, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

14.6 A person who is not a party to the CONTRACT has no right under the Contract (Rights of Third Parties) Act 1999 to enforce any term of the CONTRACT.

14.7 If any court or competent authority finds that any provision of the CONTRACT (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 the CONTRACT shall not be affected. If any invalid, unenforceable or illegal provision of the CONTRACT would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

14.8 The 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, the laws of England and Wales, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.