

TERMS AND CONDITIONS OF SALE ABBALTIS LIMITED

Application and Entire Agreement

1. These Terms and Conditions will apply to the purchase of the goods (**Goods**) detailed in our quotation by the buyer (**The Buyer**) from AbBaltis Ltd a company registered in England and Wales under number 07391759 whose registered office is at Building 190 Carver Drive, Kent Science Park, Sittingbourne, Kent, ME9 8NP (**The Seller**).
2. These Terms and Conditions will be deemed to have been accepted when The Buyer accepts them or the quotation or from the date of any delivery of the Goods (whichever happens earlier) and will constitute the entire agreement between The Seller and The Buyer.
3. These Terms and Conditions and the quotation (together, the Contract) apply to the purchase and sale of any Goods between The Seller and The Buyer, to the exclusion of any other terms that The Buyer tries to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

Interpretation

4. A "business day" means any day other than a Saturday, Sunday or bank holiday.
5. The headings in these Terms and Conditions are for convenience only and will not affect their interpretation.
6. Words imparting the singular number include the plural and vice-versa.

Goods

7. The description of the Goods is set out in the sales documentation, unless expressly changed in any quotation. In accepting the quotation it is acknowledged that no reliance is made upon any statement, promise or other representations about the Goods by The Seller. Descriptions of the Goods set out in the sales documentation are intended as a guide only.
8. The Seller can make any changes to the specification of the Goods which are required to conform to any applicable safety or other statutory or regulatory requirements. The Seller reserves the right to supply goods to within +/- 10% of the volume of ordered.
9. In the event that The Buyer requires Samples of the Product prior to placing an order for volume then these samples will invariably be supplied Free of Charge. The Seller will place on "hold" for The Buyer the required volume so that these Products will not be sold to other Buyers until The Buyer has had sufficient time to test the Samples. These Products will be automatically released from "hold" after a period of 21 days from the date of sending the samples.
10. All Goods are supplied on an FCA basis delivered to a UK Port/Airport cleared ready for export.

Price

11. The price (Price) of the Goods is set out in the quotation current at the date of order or such other price as may be agreed in writing.
12. If the cost of the Goods to The Seller increases due to any factor beyond the control of The Seller including, but not limited to, material costs, labour costs, alteration of exchange rates or duties, or changes to delivery rates, The Seller reserves the right to increase the Price prior to delivery.

13. Any increase in the Price under the clause above will only take place after notification.
14. Any discounts available are entirely at the discretion of The Seller.
15. The Price is exclusive of fees for packaging and transportation/delivery.
16. The Price is exclusive of any applicable VAT and other taxes or levies which are imposed or charged by any competent authority.

Cancellation and Alteration

17. Details of the Goods as described in the clause above (Goods) and set out in The Seller's sales documentation are subject to alteration without notice and are not a contractual offer to sell the Goods which is capable of acceptance.
18. The quotation (including any non-standard price negotiated in accordance with the clause on Price (above) is valid for a period of 14 days only from the date shown in it unless expressly withdrawn by The Seller at an earlier time.
19. Either The Seller or The Buyer can cancel the order for any reason prior to acceptance (or rejection) of the quotation.

Payment

20. The Seller will invoice for the Price either:
 - a. on or at any time after delivery of the Goods; or
 - b. where the Goods are to be collected or where The Buyer wrongfully does not take delivery of the Goods, at any time after being notified that the Goods are ready for collection or The Seller has tried to deliver them.
21. The invoice is payable within 30 days of the date of the invoice or otherwise according to any credit terms agreed.
22. Payment must be made even if delivery has not taken place and/or that the title in the Goods has not passed to The Buyer.
23. If payment is not made within the period set out above The Seller will suspend further deliveries to The Buyer and without limiting any other rights or remedies for statutory interest, a charge of interest at the rate of 8% per annum above the base rate of the Bank of England from time to time on the amount outstanding until payment is made in full.
24. Time for payment will be of the essence of the Contract.
25. All payments must be made in currency stated on the invoice unless otherwise agreed in writing.
26. Both parties must pay all amounts due under these Terms and Conditions in full without any deduction or withholding except as required by law and neither party is entitled to assert any credit, set-off or counterclaim against the other in order to justify withholding payment of any such amount in whole or in part.

Delivery

27. Delivery of the Goods will be made to the address specified in the quotation, or The Buyer's order or to

another location agreed in writing.

28. If no delivery address is agreed or if it is agreed, The Buyer must collect the Goods from The Seller's premises.
29. Subject to the specific terms of any special delivery service, delivery can take place at any time of the day and must be accepted at any time between 9 am to 5 pm on any normal working day.
30. If The Buyer does not take delivery of the Goods The Seller may, at its discretion and without prejudice to any other rights:
 - a. store or arrange for the storage of the Goods and will charge for all associated costs and expenses including, but not limited to, transportation, storage and insurance; and / or
 - b. make arrangements for the redelivery of the Goods and will charge for the costs of such redelivery; and/or
 - c. after 10 business days, resell or otherwise dispose of part or all of the Goods and charge The Buyer for any shortfall below the price of the Goods.
31. If redelivery is not possible as set out above, The Buyer must collect the Goods from The Seller's premises and will be notified of this. The Seller can charge The Buyer for all associated costs including, but not limited to, storage and insurance.
32. Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. The Seller will not be liable for any delay in delivery of the Goods that is caused by a circumstance beyond its control or The Buyer's failure to provide The Seller with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
33. The Seller can deliver the Goods by instalments, which will be invoiced and paid for separately. Each instalment is a separate contract. Any delay in delivery or defect in an instalment will not entitle The Buyer to cancel any other instalment.

Inspection and Acceptance of Goods

34. The Buyer must inspect the Goods on delivery or collection.
35. If The Buyer identifies any variance in specification, damage or shortages, The Buyer must inform The Seller in writing within 7 days of delivery, providing full details.
36. Please be aware that it is natural for Plasma and Serum to form a clot resulting in product loss. This process cannot be reversed. However, if unclotted material is needed, we can offer to defibrinate the material at an extra charge.
37. Other than by agreement, The Seller will only accept returned Goods if The Seller is satisfied that those Goods are defective and if required, have carried out an inspection.
38. Subject to The Buyer's compliance with this clause and/or The Seller's agreement, The Buyer may return the Goods and The Seller will, as appropriate, repair, or replace, or refund the Goods or part of them.
39. The Seller cannot accept material to be returned that has been altered in any way or spiked with sodium azide.

40. The Seller will be under no liability or further obligation in relation to the Goods if:
- a. if The Buyer fails to provide notice as set above; and/or
 - b. The Buyer makes any further use of such Goods after giving notice under the clause above relating to damages and shortages; and/or
 - c. the defect arises because The Buyer did not follow The Seller's oral or written instructions about the storage, commissioning, installation, use and maintenance of the Goods; Volumes are correct at shipping. If the product is transferred to a different container, please be aware that volume loss may occur due to residual material in the original bottle. To maximise recovery, leave the original bottle to stand for 5 minutes and use a P1000 pipette to transfer residual volume, including any clots, to the new container. In order to separate the product from any debris, the product should be centrifuged, do not filter the product as this will lead to product loss; and/or
 - d. the defect arises from normal wear and tear of the Goods; and/or
 - e. the defect arises from misuse or alteration of the Goods, negligence, wilful damage or any other act by The Buyer, The Buyer's employees or agents or any third parties.
41. The Buyer bears the risk and cost of returning the Goods.
42. Acceptance of the Goods will be deemed to be upon inspection of them by The Buyer and in any event within 7 days after delivery.
43. In the event of a claim the Buyer must return the Goods to the Seller. If The Buyer fails to return the Goods to The Seller then no claim will be agreed by The Seller. Any claim will be limited to the value of Goods returned.

Risk and Title

44. The risk in the Goods will pass to The Buyer on completion of delivery.
45. Title to the Goods will not pass to The Buyer until The Seller has received payment in full (in cash or cleared funds) for: (a) the Goods and/or (b) any other goods or services that The Seller has supplied to The Buyer in respect of which payment has become due.
46. Until title to the Goods has passed to The Buyer, The Buyer must (a) hold the Goods on a fiduciary basis as The Seller's bailee; and/or (b) store the goods separately and not remove, deface or obscure any identifying mark or packaging on or relating to the Goods; and/or (c) keep the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery.
47. As long as the Goods have not been resold, or irreversibly incorporated into another product, and without limiting any other right or remedy The Seller may have, The Seller can at any time ask The Buyer to deliver up the Goods and, if The Buyer fails to do so promptly, enter any of The Buyer's premises or of any third party where the Goods are stored in order to recover them.

Termination

48. The Seller can terminate the sale of Goods under the Contract where:
- a. The Buyer commits a material breach of its obligations under these Terms and Conditions;
 - b. The Buyer is or becomes or, in our reasonable opinion, is about to become the subject of a bankruptcy order or take advantage of any other statutory provision for the relief of insolvent

debtors;

- c. The Buyer enter into a voluntary arrangement under Part 1 of the Insolvency Act 1986, or any other scheme or arrangement is made with The Buyer's creditors; or
- d. The Buyer convenes any meeting of The Buyer's creditors, enter into voluntary or compulsory liquidation, have a receiver, manager, administrator or administrative receiver appointed in respect of The Buyers assets or undertakings or any part thereof, any documents are filed with the court for the appointment of an administrator, notice of intention to appoint an administrator is given by The Buyer or any of The Buyer's directors or by a qualifying floating charge holder (as defined in para. 14 of Schedule B1 of the Insolvency Act 1986), a resolution is passed or petition presented to any court for the winding up of The Buyers affairs or for the granting of an administration order, or any proceedings are commenced relating to The Buyer's insolvency or possible insolvency.

Limitation of Liability

- 49. The Seller's liability under the Contract, and in breach of statutory duty, and in tort, misrepresentation or otherwise will be limited to this clause.
- 50. Subject to the clauses above on **Inspection and Acceptance** and **Risk and Title**, all warranties, conditions or other terms implied by statute or common law (save for those implied by Section 12 of the Sale of Goods Act 1979) are excluded to the fullest extent permitted by law.
- 51. If The Seller does not deliver the Goods, The Seller's liability is limited, subject to the clause below, to the costs and expenses incurred by The Buyer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods.
- 52. The Seller's total liability will not, in any circumstances, exceed the total amount of the Price payable by The Buyer.
- 53. The Seller will not be liable (whether caused by The Seller's employees, agents or otherwise) in connection with the Goods, for:
 - a. any indirect, special or consequential loss, damage, costs, or expenses; and/or
 - b. any loss of profits; loss of anticipated profits; loss of business; loss of data; loss of reputation or goodwill; business interruption; or, other third party claims; and/or
 - c. any failure to perform any of our obligations if such delay or failure is due to any cause beyond The Seller's reasonable control; and/or
 - d. any losses caused directly or indirectly by any failure or breach by The Buyer in relation to The Buyer's obligations; and/or
 - e. any loss relating to the choice of the Goods and how they will meet The Buyer's purpose or the use by The Buyer of the Goods supplied.
- 54. The exclusions of liability contained within this clause will not exclude or limit The Seller's liability for death or personal injury caused by The Seller's negligence; or for any matter for which it would be illegal for The Seller to exclude or limit our liability; and for fraud or fraudulent misrepresentation.

Communications

- 55. All notices under these Terms and Conditions must be in writing and signed by, or on behalf of, the party giving notice (or a duly authorised officer of that party).

56. Notices will be deemed to have been duly given:

- a. when delivered, if delivered by courier or other messenger (including registered mail) during the normal business hours of the recipient;
- b. when sent, if transmitted by fax or email and a successful transmission report or return receipt is generated;
- c. on the fifth business day following mailing, if mailed by national ordinary mail; or
- d. on the tenth business day following mailing, if mailed by airmail.

57. All notices under these Terms and Conditions must be addressed to the most recent address, email address or fax number notified to the other party.

Circumstances beyond the control of either party

58. Neither party shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that party. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the party in question.

No Waiver

59. No waiver by The Seller of any breach of these Terms and Conditions by The Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.

Severance

60. If one or more of these Terms and Conditions is found to be unlawful, invalid or otherwise unenforceable, that / those provisions shall be deemed severed from the remainder of these Terms and Conditions (which will remain valid and enforceable).

Law and Jurisdiction

61. These Terms and Conditions are governed by and interpreted according to English law. All disputes arising under these Terms and Conditions are subject to the exclusive jurisdiction of the English courts.