

TERMS AND CONDITIONS OF SALE FOR GOODS AND SERVICES

1. Acceptance

- a. ECHA Microbiology Limited incorporated under the laws of England and Wales with registered number 2282264, having an office at Units 22 & 23, Willowbrook Technology Park, Llandogo Road, St Mellons, Cardiff, CF3 0EF, UK ("**ECHA**") contract and do business solely upon the following terms and conditions ("**Terms and Conditions**") to the exclusion of all other terms and conditions (including any terms or conditions which are contained or purported to be contained in any purchase order, confirmation of order, specification or other document) or oral statements made by the party contracting with ECHA ("**You**").
- b. These Terms and Conditions apply to all ECHA sales of Goods and Services and no variation or alteration of these Terms and Conditions shall be of any effect unless expressly agreed to in writing by ECHA.
- c. Each order or acceptance of a quotation for Goods or Services shall be deemed an offer by You to buy Goods or Services subject to these Terms and Conditions.
- d. No order placed by You shall be deemed to be accepted by ECHA until a written acknowledgement of order is issued by ECHA or (if earlier) ECHA delivers the Goods or Services to You.

2. Goods

- a. ECHA supplies test kits, ancillary items and equipment, biocides and other chemicals and any other Goods agreed by ECHA ("**Goods**")
- b. ECHA markets and sells Goods that are intended for use only by, or under the supervision of, suitably competent persons.
- c. Test kits are for use only according to the instructions issued or published on ECHA's web sites, or as varied by written agreement with ECHA. [Test kits/Goods] are not designed for drug, food, household or other use.
- d. Except where stated otherwise, all weights, capacities, percentages, calibrations and dimensions are nominal and approximate.
- e. ECHA has a policy of continuous improvement and reserves the right to alter the specifications of Goods accordingly.

3. Services

- a. ECHA supplies consultancy, technical service, expert witness services, written and display material for presentations and publicity, supervisory services and site attendance and any other services agreed in writing to be supplied by ECHA (the "**Services**").

- b. Unless otherwise agreed in writing by ECHA, ECHA shall own all intellectual property rights including without limitation all copyright created by ECHA, its employees, agents and/or sub-contractors in carrying out the Services (including, without limitation, all such intellectual property rights subsisting in any reports, documents, display materials or any other deliverables for the Services) and to the extent that You obtain any rights, title or interest in or to any such intellectual property rights You hereby agree to assign to ECHA all such intellectual property rights and shall execute all documents and do all other things that ECHA requests in order to fully vest in ECHA all such intellectual property rights.

4. Prices of Goods

- a. If quotations are given, unless stated otherwise they are valid for 30 days and are subject to despatch of an acknowledgement of order by ECHA. ECHA reserves the right to amend any accidental errors and/or omissions on quotations or invoices.
- b. Both quoted and printed prices are based on costs of raw materials, manufacturing prices, rates of exchange, and freight and insurance charges at the date of offer. In cases where these costs change between the date of quotation and the date of dispatch by ECHA, ECHA reserves the right to revise prices accordingly and to invoice at the price ruling at the time of dispatch. ECHA will inform You of any changes in such costs before executing the order, to give You an opportunity to cancel or modify the order. If there are no such changes to costs, once You have completed and submitted an order, You agree to pay the prices quoted, or displayed on our website, unless other specific written agreements between You and ECHA have been made.
- c. Unless otherwise agreed in writing by ECHA, the price for the Goods shall be exclusive of any value added tax and all costs or charges in relation to packaging, loading, unloading, carriage and insurance, all of which amounts You shall pay in addition when You are due to pay for the Goods.
- d. An administration charge may be levied on orders of low value. This will be notified to You when the order is received.
- e. All Goods and Services are offered subject to availability.

5. Delivery & Availability of Goods

- a. ECHA's shipper will normally carry out delivery of Goods in stock within 1 to 5 days of receipt of order (for account holders) or payment (for other customers). Whilst every effort will be made to adhere to delivery dates, such dates are intended to be an estimate only and ECHA accepts no liability in the case of non-delivery or delayed delivery. Any liability of ECHA for late delivery or non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or issuing a credit note against any invoice raised for such Goods or issuing a refund if payment has been received, the actions selected being at the discretion of ECHA.
- b. ECHA reserves the right to make delivery by separate instalments. Each separate instalment shall be treated as a separate contract.
- c. If ECHA are unable to despatch Your goods within three working days ECHA will notify You and You will have the right to cancel Your order and, if applicable, receive a full refund.

- d. If You elect to use Your own shipper then ECHA would remind You of Your responsibility for providing export documentation and complying with import regulations in force within the destination country. Please note that the tracking of Goods en route as required will pass to You and Your shipper. A small charge to cover external packaging costs, which is normally included in our shipping costs, will be included in the total price of Goods ordered.

6. Damage or Loss in Transit of Goods

Partial loss or damage in transit must be reported in writing within one week of receipt of the Goods. In the event of non-delivery both carriers and ECHA must be notified in writing within fourteen days after dispatch.

7. Shortage or Errors

The quantity of any consignment of Goods as recorded by ECHA on despatch from ECHA's place of business shall be conclusive evidence of the quantity received by You on delivery unless You can provide conclusive evidence proving the contrary and You have notified ECHA in writing within one week of delivery.

8. Warranty

- a. ECHA warrants that Goods will be delivered free from defects of design, materials and workmanship. Goods are warranted usable and free of defect for the shelf life and storage conditions stated on each Goods despatched. Prior information on shelf life and storage conditions can be obtained from ECHA.
 - b. Customers claiming that Goods are defective shall provide promptly written particulars of defects to ECHA. ECHA reserves the right to inspect alleged defective Goods and to require for Goods to be returned to ECHA. Carriage will be repaid for Goods confirmed as defective by ECHA.
 - c. ECHA shall at its option replace defective Goods carriage paid or refund cost of the Goods including carriage costs. If ECHA complies with this Condition 8c, it shall have no further liability for a breach of the warranty in clause 8a in respect of such Goods.
 - d. The warranty contained in this clause 8a shall not apply if You have:
 - i) failed to observe the terms of payment for the Goods;
 - ii) You make any further use of such Goods after giving notice to ECHA;
 - iii) the defect arises because You failed to follow ECHA's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice; or
 - iv) You alter or repair such Goods without the written consent of ECHA.
 - e. ECHA warrants to You that it will exercise reasonable skill and care in carrying out the Services and provide suitably qualified personnel to carry out the Services.
- #### **9. Returns Policy**
- a. You can return any Goods to ECHA and receive a refund without having to give any reason providing;

- i) You notify us within (5) five days of placing Your order;
 - ii) ECHA confirm Goods are eligible for return by issuing You with a returns confirmation number; and
 - iii) Goods are returned to ECHA in the same condition as received within (10) ten days of issue of the returns confirmation number.
- b. ECHA will refund the full cost of the Goods less an administration charge of 10% of the invoice value or £50 (whichever is greater) and less any costs incurred in processing the return and the refund.
 - c. ECHA does not offer a returns service and parcels must be returned via post or courier. Any charges incurred will only be refunded in the case of faulty Goods.
 - d. ECHA cannot accept liability for any Goods lost/damaged in return transit. You are responsible for pursuing any claims to this effect with the courier concerned. Proof of posting is always recommended.

10. Reservation of Title of Goods

The property in any Goods supplied shall not pass to You and You shall keep the Goods as bailees and trustees for ECHA (returning the same to the ECHA upon request) until the price of the Goods shall have been wholly paid and until any other sums whatsoever which are due under these Terms and Conditions, any contract or otherwise shall have been paid in full without any reduction or deferment on account of any disputes or claims whatsoever.

11. Re-Sale

Goods are delivered to You for Your own use and should not be resold without the express consent of ECHA.

12. Duties, Taxes and Charges.

When ordering Goods or Services You will be considered as the importer of record. All prices are exclusive of all duties, taxes (including value added tax, sales tax or other similar taxes), port handling charges and dues of any description whatsoever levied or imposed, directly or indirectly, in respect of the Goods or Services, and other charges payable on the import of the Goods and are also exclusive of all costs incurred for failure to make such payments (together "Duties, Taxes and Charges"). Any such Duties, Taxes and Charges incurred shall be for Your account. If ECHA pays sums in respect of such Duties, Taxes or Charges, You shall in each case refund ECHA the GBP equivalent of that sum.

Zero rated goods: Goods will only be zero rated when the export conforms to the requirements of UK VAT regulations. Use of your own freight forwarder must be agreed by ECHA in advance and will only be agreed where you can provide proof of export of goods compliant with the requirements of UK VAT regulations (see HM Customs & Excise VAT Notice 703). This evidence should be provided to ECHA within 2 weeks of dispatch. Failure to provide sufficient evidence of export will result in You becoming liable for VAT charged at the rate applicable at time of export.

13. Terms of Payment

- a. Payment for goods and services must be paid in advance unless a credit facility has been confirmed in writing. All credit accounts are payable 30 days from dispatch of invoice. If You fail to pay ECHA in accordance with this clause:
 - i) ECHA reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998; and/or
 - ii) ECHA may withdraw any credit facilities for future orders.
- b. Invoices are payable in full and no deductions may be made unless a credit note has previously been issued. ECHA reserves the right to request a remittance with order and/or, payment in advance against a proforma invoice. Where new accounts are involved trade references may be requested. ECHA will accept payment by cheque or electronic cash transfer in GBP, USD or EURO. The currency must be the same as in the quotation, if any, or the acknowledgement of order. ECHA will also accept by credit card in GBP, USD or EURO.
- c. Payment is to be made free of bank or transfer charges and currency conversion charges. ECHA reserves the right to raise a charge where Your chosen method of payment results in any charges to ECHA as a result of the method of payment.
- d. Information on ECHA's GBP, USD or EURO accounts for payments will normally be communicated to You at time of order or may be obtained by contacting ECHA.

14. Indemnity and Liability

- a. You will save harmless and indemnify ECHA, and its employees and agents, against all liability for injury (fatal or otherwise) to any person, their employees or agents, loss of or damage to property and other loss, damage, claim, costs and expenses in any way arising, directly or indirectly as a result of Your or Your employees' and agents' non-compliance with these Terms and Conditions or otherwise out of or in connection with Your or Your employees' and agents' use of the Goods and Services save only as a direct result of the negligence of ECHA, and its employees or agents.
- b. The aggregate liability of ECHA, and its employees and agents arising out of or relating to the Goods or Services shall be limited to the amount You have paid to ECHA for the purchase of the Goods or Services save in respect of injury (fatal or otherwise) caused by the negligence of ECHA, and its employees and agents.
- c. ECHA shall not be liable to you under any statute or in contract, tort or otherwise for:
 - i) loss of profits, business revenue, business opportunity, contracts, goodwill and/or anticipated savings; or
 - ii) indirect or consequential loss or damage.
- d. ECHA shall not be liable for loss or injury of any description from any cause outside of its control.

15. Governing Law and Jurisdiction

These Terms and Conditions will be governed and construed in accordance with English law. In the event of any dispute concerning these Terms and Conditions, You and ECHA agree to submit to the exclusive jurisdiction of the English Courts. You and ECHA may agree to rescind or vary these Terms and Conditions, in whole or in part, without the consent of any third party.

16. Place of Formation of Contract

Any contract formed pursuant to these Terms and Conditions shall be deemed to be formed in England.

17. Authority to Act

By accepting these Terms and Conditions You warrant and undertake that You have full authority to bind the company, organisation, authority or other entity that You represent.

18. Assignment

You shall not be entitled to assign any rights, benefits or obligations under these Terms and Conditions without the prior written consent of ECHA.

19. General

- a. Each right or remedy of ECHA under these Terms and Conditions is without prejudice to any other right or remedy of ECHA whether under these Terms and Conditions or not.
- b. If any provision of these Terms and Conditions shall be declared void, illegal or unenforceable, the remainder of these Terms and Conditions shall be valid and enforceable to the extent permitted by applicable law.
- c. Failure or delay by ECHA in enforcing or partially enforcing any provision of these Terms and Conditions shall not be construed as a waiver of any of its rights under these Terms and Conditions. Any waiver by ECHA of any breach of, or any default under, any provision of these Terms and Conditions by You shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of these Terms and Conditions.
- d. No term of these Terms and Conditions shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to them.