

## **TERMS AND CONDITIONS – DWK LIFE SCIENCES LIMITED**

UNLESS OTHERWISE EXPRESSLY AGREED IN WRITING, ALL SALES ARE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

### **1. DEFINITIONS**

In these conditions of Sale 'the Company' means DWK Life Sciences Limited; 'the Buyer' means any company, firm, or individual from whom the Company receives an order which the Company has accepted in writing; 'the Goods' means the products, materials, equipment and/or services to be supplied by the Company; 'Specification' means the technical description (if any) of the Goods contained or referred to in the order.

### **2. APPLICABILITY OF CONDITIONS**

The Company accepts orders for the supply of Goods subject only to these conditions. No variation of these conditions shall be valid or binding on the Company and these conditions shall override any inconsistent terms or conditions contained or referred to in any order, or correspondence of the Buyer or elsewhere unless such variation is made and accepted in writing by the Company.

### **3. PRICES**

Unless fixed prices have been specifically agreed in writing by the Company notwithstanding any offer, quotation, tender price or price list, all prices are subject to alteration without notice and Goods will be invoiced at prices and, where applicable, exchange rates ruling at time of despatch. Unless otherwise agreed in writing, all prices are strictly net of delivery charges, VAT and any other tax or duty which shall be added to the price payable by the Buyer.

### **4. TERMS OF PAYMENT**

Accounts are payable strictly as specified on the Company's invoice. Usually this will be 30 days end of month, which is payment required the end of the month following invoice date. Credit

terms may be offered subject to satisfactory credit vetting of the Buyer by the Company. The offer of credit will be at the sole discretion of the Company. Where credit is offered, payment of the price, VAT and any other applicable costs shall be due. Where agreed credit limits have been exceeded, the Company may request payment of current invoices before releasing further shipments.

Without prejudice to the Company's rights, such payment shall be a condition precedent to any further deliveries. The Company reserves the right to charge interest on late payment of 2 % per month above the base rate quoted by HSBC from time to time from the due date until full payment is received.

Unless otherwise agreed in writing, the contract price shall be paid in pound sterling. Where credit terms are not strictly adhered to, the Company reserves the right to withdraw this facility at any time. In cases where credit is not offered, payment may be required before release of Goods by the Company.

The Company may request for overseas orders, payment by letter of credit established in favour of the Company at the time the Buyer places the order. This letter of credit must be advised via a first class British clearing bank acceptable to the Company and maintained valid for cash drawings against presentation of the Company's invoice(s) until final contract payment. In any case, it must remain for at least 3 months after the scheduled completion of the contract, taking into account any agreed extensions. The acceptance by the Company of the Buyer's order is conditional upon such letter of credit being received with the order. The Buyer agrees to arrange extension of such letter of credit for such period as may be requested by the Company from time to time.

Other payment terms may be requested from time to time, depending upon individual orders, customer risk or country risk and will be discussed and agreed between the Company and the Buyer before despatch.

No claim by the Buyer under warranty or otherwise shall entitle the Buyer to any deduction, retention or withholding of any part of any sums due for payment hereunder. The Buyer shall not be entitled to any set-off of obligations within or between contracts with the Company. All consular and bank charges, as well as import and customs duties and taxes arising from or by virtue of the contract, must be paid by the Buyer.

## **5. TIME FOR DELIVERY**

Dates quoted for delivery are estimated only and not conditions of sale. No claim shall be made by the Buyer nor shall the Buyer refuse to accept delivery on the grounds of any failure to deliver on any date or dates

## **6. DELIVERY**

Delivery shall be deemed effective when the Goods are unloaded at the delivery address nominated by the Buyer or his agent, except when the Goods are to be collected by the Buyer or his Agent, then the delivery shall be deemed effective when the Goods are loaded onto the collecting vehicle. The Company reserves the right to deliver the Goods by instalments and in such an event, each instalment shall be treated as a separate contract. Deliveries of further instalments may be withheld until the Goods in the earlier instalments have been paid for in full.

## **7. QUANTITY ORDERED AND DELIVERED**

Goods can only be supplied in the 'standard pack or quantity' or 'minimum buying quantity' shown in the Company price lists or in multiples thereof. The Company will use all reasonable endeavours to produce and deliver the quantity of Goods ordered but every contract and delivery is subject to the margins of tolerance (whether over or under the quantity stipulated) customary in the trade and no guarantee or warranty is given or implied by the Company for incompatible provisions.

## **8. CFR/CPT AND CIF/CIP TERMS**

CFR and CIF prices where appropriate will be based on the current rates of freight and insurance. Should any fluctuations in freight and insurance rates occur before completion of a contract, the Company reserves the right to amend such prices effective from the date of such changes in rates. CFR prices will include cost and freight by direct routes to principal ports, airports, or railheads in the Buyer's territory relevant to the means of transport and at the Company's discretion. CIF prices will, in addition to CFR terms, include insurance against loss on the basis of CIF value plus 10 % but not include insurance for breakage unless specifically requested. Any additional insurance will be for the Buyer's account. Cover notes will be issued for claims payable at destination and carry an excess clause. It will be the Buyer's responsibility to present the claim in accordance with the provisions of these conditions.

## **9. PACKAGING**

Prices shown in quotations or contracts will include the cost of the Company's normal packaging for destinations in the UK or for export unless stated otherwise. Any other forms of packaging supplied at customer 's request will be charged extra and will be non-returnable.

## **10. NON-ACCEPTANCE OF DELIVER**

If the Buyer refuses or fails to take or accept delivery of the Goods at the time specified, the contract price shall nevertheless be paid as if delivery has taken place. The Company shall be entitled at its option to terminate the contract with immediate effect, to dispose of the Goods as the Company may determine, to recover from the Buyer any loss and additional costs incurred as a result of such refusal or failure, to charge the Buyer for storage and other losses and expenses reasonably incurred or suffered by the Company as a result of such refusal or failure. The Company shall not be bound to take any steps for the custody and care of such Goods or shall not be liable for any loss or damage suffered by the Buyer arising therefrom.

## **11.PASSING OF TITLE**

(a) The absolute legal and beneficial ownership in all Goods shall remain vested in the Company and shall not pass to the Buyer until the purchase price of the order of which they form part (each order being considered as a whole) and all other monies owing by the Buyer to the Company on any account shall have been paid in full by the Buyer to the Company.

(b) Until such payment has been made, the Buyer shall hold the Goods sold as bailee of the Company and in a fiduciary capacity and shall not sell, dispose of, process or use the Goods except with the express written permission of the Company and on condition that if authorised to resell the Goods to a third party, the Buyer shall not mingle any proceeds of sale with any other monies and shall at all times keep them in a separate bank account and identifiable as the Company's monies and shall forthwith account to the Company for the proceeds of sale to the extent of the Buyer's indebtedness to the Company.

(c) Pending receipt of payment made in accordance with these conditions the Goods shall be set aside and stored separately from other Goods in the possession of the Buyer, so as to be clearly and separately identifiable and the Buyer shall deliver them to the Company at any time on demand.

(d) In the event that the Buyer breaches any of its obligations under these conditions or under any other agreement between the parties, the Company reserves the immediate right to repossess all or any of the Goods to which it has retained title and resell. The Buyer hereby grants an irrevocable right of licence to the Company's agents to enter any of its premises with or without vehicles during business hours. This right shall continue to subsist notwithstanding the termination of the contract for any reason and is without prejudice to any accrued rights of the Company hereunder or otherwise.

## **12. PASSING THE RISK**

The risk in the Goods shall pass to the Buyer upon delivery. The Buyer shall insure the Goods with a reputable insurance company and if the same are damaged or destroyed, then such insurance monies as are payable shall be immediately paid by the Buyer to the Company to the extent of the indebtedness of the Buyer to the Company and without prejudice to any right of the Company to recover from the Buyer any balance of the purchase price remaining due under the contract.

### **13. CLAIMS**

In the event of any loss, damage or delay to any Goods delivered at our risk to the Buyer, the agent of the Buyer or otherwise, as ordered, notice shall be given to us in writing by the Buyer upon delivery (or, in the case of loss of any Goods, at the time when the Goods should have been delivered) and the Buyer shall at the same time take all necessary steps to notify the carrier in writing of any such loss, damage or delay, and where practicable, shall note the same on the carrier's receipt. If the Buyer fails to give such notice as stated above, the Company is thereby precluded from making a recovery from the carrier in respect of the loss, damage or delay. The Company shall not be liable for any claims from the Buyer and the Buyer shall be liable to pay for the Goods as though no such loss, damage or delay had occurred.

### **14. WARRANTY**

The Company warrants that the Goods shall be in conformity with the Specification or be within its usual quality and finish tolerances. The Company shall replace or at its option refund the purchase price as applicable to any Goods which do not in its sole opinion comply with this warranty, provided always that any claim under this warranty is made within 24 hours of commencement of the processing of the Goods or (if earlier) within 28 days of delivery of the Goods alleged to be defective. It is the Buyer's responsibility to determine whether the Goods are suitable for the intended use, whether or not such use is known to the Company. No warranty, condition or representation is made regarding the quality, condition or fitness for any particular purpose of the Goods supplied hereunder. Any such warranty, condition, or representation, whether expressed or implied, by statute, collateral agreement, or otherwise, is hereby excluded.

## **15. RETURNS POLICY**

Under normal trading circumstances, the Company does not accept the return of any products that meet the product warranty criteria outlined in section 14.

## **16. LIMITATION OF LIABILITY**

Except for death or personal injury caused by the negligence of the Company, the Company's aggregate liability to the Buyer, howsoever arising, whether for negligence, breach of contract, misrepresentation or otherwise, shall under no circumstances exceed the cost of the defective, damaged, or undelivered Goods which give rise to such liability as determined by the net price invoiced to the Buyer in respect of any occurrence or series of occurrences.

## **17. CANCELLATION BY THE BUYER**

The Buyer may cancel or suspend the contract only with the Company's prior written consent following agreement by the Buyer to reimburse the Company in an amount to be determined by the Company. Alternatively, the Buyer may, no later than 3 days before the scheduled delivery date, by written notice, cancel the order for Goods, providing that the Buyer reimburses the Company for any costs incurred up to the date of receipt of the cancellation notice.

## **18. TERMINATION BY THE COMPANY**

The Company shall (without prejudice to any of its other rights hereunder) be entitled to terminate any contract forthwith by written notice to the Buyer if the Buyer shall:

- a. Become insolvent.
- b. Fail to pay any amounts due (whether under these conditions or otherwise) to the Company within 30 days of the payment due date.
- c. Have a Receiver appointed.

- d. Pass a resolution for winding-up (other than for purposes of reconstruction or amalgamation).
- e. Commit a breach of any term of the contract or any other contract with the Company.

## **19. FORCE MAJEURE**

If the commencement, continuation or complete performance of the Company's obligations under this contract is prevented, hindered, delayed or rendered uneconomic by reason of force majeure, then the Company shall not be responsible for any loss or damage incurred or sustained by the Buyer as a result. For the purpose of this condition, the term Force Majeure shall include any factor affecting the performance of this contract attributable to acts, events, non-happenings, omissions or incidents beyond the reasonable control of the Company and, in particular, (but without limiting the generality of the foregoing), the following, namely: strikes, lock-outs, riots, civil revolution, war, state of national emergency or governmental action, trade dispute or labour disturbance, accident, breakdown of plant or machinery, difficulty or increased expense in obtaining workmen, materials or transport, fire, explosion, storm, flood, earthquake or other natural physical disaster or circumstances affecting the supply of the Goods (or the raw materials therefore) by the Company's normal source of supply or the delivery of the Goods by the Company's normal route or means of delivery.

## **20. IMPORT LICENCES**

The Buyer's order must specify the number, date of expiry and value of any necessary Import Licence.

## **21. NOTICES**

Any notice hereunder shall be deemed to have been given if sent by pre-paid, first-class post, fax or email to the party concerned at its last known address. Notices sent by first-class post shall be deemed to have been given 7 days after dispatch and notices sent by fax or email shall be deemed to have been given on the date of dispatch.

## **22. CONSTRUCTION**

All contracts made with the Company shall be governed by and construed according to the laws of England and the parties hereby submit to the jurisdiction of the English courts.

October 2024