

WARRANTY

Bio-Check (UK) Ltd ('Bio-Check') supplies products under its Terms and Conditions, as published on its website, which will have been brought to the attention of all customers prior to ordering and further notified in writing with the invoice for the goods. Bio-Check warrants products supplied ('Product' or 'Products') against defects in materials, workmanship or performance, when stored and used exactly in accordance with the applicable Instructions For Use, up to a Product's expiration date. If a customer establishes that Product does not conform to this limited warranty, Bio-Check shall, at its option, replace such of the Products with similar Products or allow the customer credit for the Product's invoice value but Bio-Check will have no further liability to the Customer. Bio-Check makes no other warranties expressed or implied including, but not limited to, any implied warranties or merchantability or fitness for any particular purpose. Bio-Check does not warrant against damages or defects arising in shipping or handling, or against accident in use of, or improper or abnormal use of, Product. Bio-Check shall not be liable for damages of any kind, including special or consequential damages, or expenses arising directly or indirectly from the use of Products or the interpretation by users of results obtained when using Products.

CONDITIONS OF SALE

DEFINITIONS

1.1 "Company" means "Bio-Check (UK) Ltd"

1.2 "Customer" means the person, company or other entity whose order for Products is accepted by the Company.

1.3 "Contract" means each and every contract between the Company and the Customer for the purchase and sale of Products.

1.4 "Products" means any and all goods which the Company is to supply or has supplied to the Customer.

EXISTENCE OF CONTRACT

2.1 No Contract shall come into existence until the Customer's order (however given) is accepted by the earliest of:

(a) the Company's written acceptance.

(b) delivery of Products or

(c) issuance of the Company's invoice

2.2 These Conditions of Sale shall be incorporated into each Contract to the exclusion of any terms or conditions stipulated or referred to by the Customer.

2.3 No variations or amendments of these Conditions of Sale shall be binding on the Company unless confirmed in writing by a Director of the Company.

PRICES

3.1 All prices quoted by the Company are ex-works and exclude VAT, where applicable, and other taxes or duties, unless otherwise stated by the Company in writing.

PAYMENT

4.1 All invoices are payable in the nominated currency (without discount of any kind, including bank charges) as cleared funds in the Company's bank account within 30 days of the date of, or as stated on, the invoice. The Customer shall not make any deduction or withhold payment for Products received.

4.2 Time for payment shall be of the essence of the Contract. Without prejudice to any other rights of the Company, if the Customer fails to pay the invoiced amount by the due date the Customer shall not be allowed any discount given in that invoice, and shall pay interest on any overdue amount from the date on which payment was due to the date on which it is received as cleared funds (whether before or after judgement) on a daily basis at a rate of 4% p.a. over the base rate from time to time quoted by HSBC Bank plc and reimburse to the Company all costs and expenses (including legal costs) incurred in the collection of any such overdue amount.

TITLE

5.1 Notwithstanding delivery and the passing of risk in Products or any other provision of these Conditions, the property in Products shall not pass to the Customer until the Company has received in cleared funds payment in full of the price of Products agreed to be sold by the Company to the Customer for which payment is then due.

5.2 Until such time as the property in Products passes to the Customer, the Customer shall hold Products as the Company's fiduciary agent and bailee, and shall keep Products from those of the Customer and third parties properly stored, protected and insured. Until that time the Customer shall be entitled to resell or use Products in the ordinary course of its business, but shall account to the Company for the proceeds of sale or otherwise of Products, whether tangible or intangible, including insurance proceeds, and shall account for such proceeds and keep separate any property of the Customer and/or third parties and, in the case of tangible proceeds, properly stored, protected and insured.

5.3 Until such time as the property in Products passes to the Customer (and provided Products are still in existence and have not been used or resold), the Company shall be entitled at any time to require the Customer to deliver up Products to the Company and, if the Customer fails to do so forthwith, to enter upon any premises of the Customer or any third party where Products are stored and repossess such Products.

5.4 The Customer shall not be entitled to pledge, or in any way change by way of securing for any indebtedness, any Products which remain the property of the Company, but if the Customer does so all the monies owing by the Customer to the Company shall (without prejudice to any other right or remedy of the Company) become due and payable forthwith.

RISK DELIVERY AND PERFORMANCE

6.1 Risk in Products passes when they are despatched from the Company's premises (Ex-Works) to the Customer or any nominee of the Customer.

6.2 The Company may at its discretion deliver Products by instalments and in any sequence.

6.3 Any dates quoted by the Company for the delivery of Products are approximate only and shall not form part of the Contract and the Customer acknowledges that in the performance expected of the Company no regard has been paid to any quoted delivery dates.

CLAIMS AND NOTIFICATION

7.1 Any claim that any of the Goods have been delivered damaged, are not of the correct quantity or do not comply with their description shall be notified by the Customer to the Company within 3 days of their delivery.

7.2 Any defect shall be notified by the Customer to the Company within 7 days of the delivery of the Goods, or where the defect would not be apparent on a reasonable inspection within 7 days of the defect becoming so apparent.

7.3 Any claim under this condition must be in writing and must contain full details of the claim including the batch numbers of any of the allegedly defective Products.

7.4 Any claim for non-delivery of any of the Goods shall be notified in writing by the Customer to the Company within 10 days of the date of the Company's invoice.

7.5 The Company shall have no liability, in respect of the Goods, to either replace, provide any allowance or waive payment in whole or in part where the Customer has not complied with the provisions of Clauses 7.1 to 7.4 herein.

7.6 Any claim should be made in writing to the Quality Manager or sent via email to quality@biocheck.uk.com.

EXTENT OF LIABILITY

8.1 If the Customer establishes that any Goods have not been delivered, have been delivered damaged, are not for the correct quantity or do not comply with their description or are defective the Company shall, at its option, replace such of the Products with similar Products or allow the Customer credit for their invoice value but the Company will have no further liability to the Customer.

8.2 Where the Company is liable in accordance with this condition in respect of only some or part of the Products the Contract shall remain in full force and effect in respect of the other or other parts of the Products.

8.3 Except in respect of death or personal injury caused by the Company's negligence or where the Company is liable under the Consumer Protection Act 1987 the Company shall not be liable to the Customer by reason of any representation, or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of the Company, its employees or agents or otherwise) which arise out of or in connection with the supply of the Products or their use or resale by the Customer, except as expressly provided in these conditions.

8.4 It is an overriding condition that where Products are sold under a consumer transaction [as defined by the Consumer Transactions (Restrictions on Statements) Order 1975] the statutory rights of the Customer shall not be affected by these conditions.

DEFAULT/INSOLVENCY

9.1 The Company may at its discretion suspend or terminate the supply of any Products if the Customer fails to make any payment when and as due or otherwise defaults in any of its obligations under a Contract or any other agreement with the Company or becomes insolvent, has a receiver appointed to its business or is compulsorily or voluntarily wound up or the Company bona fide believes that any of the events may occur, and in case of termination shall be entitled to retain any deposit paid.

FORCE MAJEURE

10.1 The Company shall not be liable for any failure in the performance of any of its obligations under Contract, caused by factors outside its control.

LAW AND CONSTRUCTION

11.1 The Contract shall be governed by English Law.

11.2 The headings of conditions are for convenience and reference only and shall not affect their interpretation.