

TERMS AND CONDITIONS

1. In these conditions the following words and expressions shall have the following meanings:
 - “The Company” shall mean Biolife Solutions LTD.
 - “the Buyer” shall mean the person, firm or company, which has addressed any order for the supply of goods to the Company.
 - “the Goods” shall mean goods forming the subject matter of this contract.
 - “the Order” shall mean the order placed by the Buyer with the Company for the supply of the goods by the Company to the Buyer.
2. **Conditions**
 - 1) These conditions shall apply to the sale of all goods by the Company. The Buyer accepts that these conditions will govern all relations between the Company and it to the exclusion of any terms and conditions contained in any of the Buyer’s documents even if the same purport to provide that the Buyer’s own or some other terms shall prevail and also to the exclusion (except as hereinafter) of all terms, conditions, warranties and representations written or oral express or implied.
 - 2) No employee or other person acting or purporting to act on behalf of the Company is authorised to agree or affect any alterations in these terms or has power to make representations or promises about the Goods, their fitness for purpose or any other matter whatsoever.
 - 3) Without prejudice to sub-clauses (1) and (2) above, these terms and conditions may be added to, altered or excluded by the Company but to be effective any such addition, variation, or exclusion must be in writing and signed by a Director of the Company or the Company Secretary.
3. **Payment for the Goods.**
 - 1) Prepayment is required on all goods unless otherwise agreed in writing with the company.
 - 2) Unless otherwise agreed in writing, payment for the Goods by the Buyer shall be determined in accordance with clause 6 thereof and shall be made in cash.
 - 3) Without prejudice to any other legal rights or remedies available to the Company, if any sums due to the Company are not paid by the time for payment the Company shall be entitled to charge interest at 3% above the base rate for the time being of Barclays Bank plc on the amounts outstanding from the date of invoice until payment.
 - 4) Time of payment shall be of the essence in any contract between the Company and the Buyer.
4. **Prices**
 - 1) The price of the Goods, subject to sub-clauses (2), (3), and (4) hereof, and subject to the provisions of clause 7, shall be as quoted by the Company.
 - 2) All quotations given by the Company are (unless otherwise stated) exclusive of packaging, carriage, VAT and any other incidental costs incurred by the Company, which may be made known by the Company to the Buyer.
 - 3) Any variation to prices quoted as a result of government taxes and levies will be for the Buyer’s account.
 - 4) The Company reserves the right to vary any quotations where an unintentional error has been made in the said quotation.
5. **Currency**
 - 1) Unless otherwise agreed in writing at the date of contract all payments under contract are to be made in £ Sterling.
 - 2) In the event of any export or import or other duty or any tax being imposed on the Goods after the date of the contract the price shall be deemed to be the amount of such duty or tax unless it is paid direct by the Buyer.
 - 3) In the event of the cost of the goods to the Company increasing between the date of quotation or contract (as appropriate) and the date of settlement by the Company to any original supplier due to there being a depreciation in the value of the £ Sterling as against any foreign currency in which the Company has agreed to make payment for the Goods any such increase attributable to the Goods shall be for the Buyers account.
6. **Delivery and Risk**
 - 1) All risk in the Goods shall pass to the Buyer upon delivery or collection in accordance with this clause. Any return of the Goods or part thereof shall pass to the Buyer upon delivery to the Company’s premises shall be at the risk of the Buyer unless such Goods are carried by the Company or its agent.
 - 2) Delivery or collection of the Goods shall be made in such circumstances as has been agreed the Buyer shall be bound to accept the Goods when the Company considers they are ready.
 - 3) All times or dates of delivery or collection are estimates only. The Company shall use its reasonable endeavours to meet delivery and collection dated but accepts arising out of any such delay and time shall not be of the essence of the contract in this respect.
7. **Acceptance/Claims**
 - 1) The Buyer shall carry out a thorough inspection of the Goods immediately on the delivery or collection thereof and shall within 24 hours of the delivery or collection give notice in writing to the Company of any shortage in the Goods delivered or collected which a reasonable examination would have revealed or of any matter or thing by reason whereof he alleges that the Goods are not in accordance with the Order.
 - 2) If the Buyer shall fail to notice in accordance with sub-clause (1) above the Goods shall be deemed in all respects to be in accordance with the Order and the Buyer shall be bound to accept and pay for the same accordingly.
8. **Cancellations**

Orders can be cancelled within 7 working days after receipt of goods in accordance with the Consumer Protection (Distance Selling) Regulations 2000. Telephone cancellations should be confirmed in writing. Right to cancel does not apply to bespoke “made to order” items. Please note that 5% fee applies to all cancellations made by credit or debit card to cover the costs of non-returnable processing fee charged to us by the processing bank at the time of the original transaction/original purchase point. Similarly, 5% fee is charged on cancellations of goods paid by cheque to cover the costs of banking administration.
9. **Returns Policy**
 - 1) If products are found to be faulty on receipt, damaged during transit, found to be unfit for intended purpose, we will replace them at no extra cost or we will offer a refund. Pick up of such goods would be arranged.
 - 2) If products are returned due to change of mind, we will refund the cost of goods upon their return to our premises, excluding the cost of P&P and 5% commission fee charged by the payment processing bank when processing the original transaction as we cannot recover this fee. In the instance of “change of mind” returns, the customer is also responsible for covering the cost of return postage and ensuring safe return of all items to us.
 - 3) We ask that items be returned in unused original condition within 7 days of receipt. We will not make refunds if returned products (including packaging) are soiled, have been used or are not fit for resale.
 - 4) Please, call us or e-mail us before returning goods to obtain your return reference.
 - 5) Ensure that your name and address, the invoice and the returns number, if applicable, are quoted on all correspondence.
 - 6) Obtain a proof of postage as if goods get lost in transit you will need to reclaim their value from the shipping company/Post Office/Royal Mail. Always return goods with “signature on delivery” and obtain a tracking number so that the progress of the shipment can be checked at all stages.
 - 7) Refunds will be made via the same channels as original payments within next 2 working days after arrival of returned goods to our premises.
10. **Limitation of Liability**
 - 1) No warranties or conditions expressed or implied, in relation to the Goods shall be deemed to be incorporated in any contract except in those cases where the absolute prohibition against exclusion or restriction of liability in the Unfair Contract Terms Act 1977 (“UCTA”) applies and any liability for loss or damage (save as where UCTA limits the restriction of such liability) caused as a result of breaches of contract by manufacturers or suppliers of goods to the Company shall be limited to the compensation or damages obtained by the Company.
 - 2) The Buyer shall not (except insofar as there is an absolute prohibition in UCTA described above) rely on skill or judgement on the part of the Company or any of its agents as regards the suitability of the Goods for any particular purpose and the Buyer shall use his own skill and judgement to satisfy himself that the Goods are of merchantable quality and suitable for the purpose of the Buyer. The clause shall apply notwithstanding that an employee of the Company or its agent may at any time have representations or given opinions, whether in writing or otherwise, as to the suitability of any goods for any particular purpose.
 - 3) The damages for which the Company may be liable (except where the absolute prohibition) or as a result of any default act omission or signed statement in connection with or in relation to the Goods by a Director of the Company or the Company Secretary shall in respect of such breach default act omission or statement (a series of events or accidents arising therefrom being treated together for the purpose of the provision) not exceed a sum equal to the net price of the Goods.
 - 4) Save as aforesaid, the Company excludes all liability of whatsoever nature and howsoever arising for loss or damage arising out of any defects in the Goods except where loss or damage is caused by the Company’s negligence in the handling or storing of the Goods.
11. **Transfer of Property**
 - 1) Whereas risk shall be borne by the Buyer in accordance with clause 8 hereof, the Goods shall remain the legal and equitable property of the Company until such time as the Buyer has paid the purchase price in full. The Buyer shall hold the Goods as bailee of the Company and shall store them separately so as to be identifiable as the property of the Company.
 - 2) Until such time as payment in full for the Goods has been made by the Buyer the Company reserves the right to enter upon any premises for the purpose of removing the goods and any new products created therefrom.
 - 3) The Buyer shall have the right as agent for the Company to sell Goods or any products produced therefrom before the equitable and legal property has passed to the Buyer in accordance with sub-clause (1) hereof but on the express condition that the Buyer shall hold the entire proceeds of such sale on trust for the Company which moneys shall not be mingled with any other moneys but shall always be identifiable as the Company’s moneys. In the event that the Buyer has not received the proceeds of any such sale he will, if called upon to do so by the Company, within seven days to the Company all rights against the person, persons or company to whom he has supplied the Goods.
 - 4) The Buyer’s interest in the possession of the Goods shall automatically cease if he commits any act of bankruptcy, or, if a company does anything or fails to do anything which would entitle any person to present a petition for winding up.
 - 5) The Company reserves the right to maintain an action for the price of the Goods notwithstanding that property may not have passed to the Buyer.
12. **Force Majeure and Frustration of Contract**

The Company shall not be liable to the Buyer for any consequences where manufacture or delivery of all or some of the Goods is delayed or prevented by circumstances outside the reasonable control of the Company.
13. **Proper Law**

The proper law of this contract shall be the Law of England, and the English courts shall have sole jurisdiction to settle any difference or dispute arising between the Company and the Buyer.
14. **General**

Each clause in these terms and conditions shall be where the context allows to read separately and if any clause shall be adjudged to be void as going beyond what is reasonable in all the circumstances but would be valid if part of the wording were deleted the clause shall apply with such modifications as may be necessary to make them valid and effective. Headings in these terms and conditions have been inserted for convenience only and shall not affect its interpretation or construction in any way.