



## Terms and Conditions

2BScientific

**These Conditions apply to all sales of Products or Custom Services (as defined below) by 2B Scientific Limited, registered in England and Wales under company number 6924621, registered office at Plumridge Accountancy Limited, Saunders Gate, Churchfields, Stonesfield, Oxfordshire OX29 8PP, United Kingdom, (“2BS”) ordered both through the Website or by other means.**

**Where you are ordering the Products through the Website and you click on the button marked "I agree to the Terms and Conditions of Sale" and thereafter submit your order you will be deemed to accept these Conditions (“Conditions”).**

**If you are placing an order on behalf of your company or organisation you are confirming that:**

- (a) your company or organisation agrees to these Conditions; and**
- (b) you are authorised to place the order and agree to these Conditions on its behalf, and that you are not exceeding your authority.**

**If you are placing an order on your own behalf, by placing that order you are confirming that you are agreeing to these Conditions.**

**Please read these Conditions; they are important. If you do not agree to these Conditions do not place an order.**

## **1. Interpretation**

**1.1 In these Conditions the following words have the following meanings:**

Catalogue	means the listing of the Products available on the Website, and any electronic version of such listing;
Contract	means an agreement for the purchase of the Products and/or Custom Services by the Customer from 2BS;
Customer	means the person, company or organisation who purchases the Products and/or Custom Services from 2BS;
Custom Service	means any service sold and supplied by 2BS;
Intellectual Property Rights	means patents, copyright, registered and unregistered design rights, utility models, trade marks (whether or not registered), database rights, rights in know-how and confidential information and all other intellectual and industrial property rights and similar or analogous rights existing under the laws of any country and all pending applications for and rights to apply for or register such rights;
Products	means any products sold and supplied by 2BS to the Customer;
Specification Sheet	a data sheet providing information on particular Products published on the 2BS website at the time of the Customer’s order;
Website	the website identified by the following Uniform Resource Locators: <a href="https://www.2bscientific.com">https://www.2bscientific.com</a> containing details of and ordering facilities for the Products.

**1.2** 2BS will sell to the Customer the Products and/or Custom Services subject to these Conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Customer purports to apply under any purchase order, confirmation order, specification or other document) except where any special terms and conditions are agreed in writing by 2BS.

**1.3** No variation of these Conditions will be binding upon 2BS unless it is in writing and is signed by 2BS's authorised representative. The Customer waives all claims for breach of any warranty and all claims for any misrepresentation, (negligent or of any other kind, unless made by 2BS fraudulently) in relation to any representation which is not specifically set out in these Conditions as a warranty.

## **2. Orders for Products**

**2.1** The Website on-line ordering facility requires the Customer to supply certain information and all orders made other than through the Website must also refer to the 2BS's product code mentioned in the Catalogue or the Website for the relevant Products and contain contact information, and an account number if one has already been assigned to the Customer.

**2.2** The Customer undertakes and warrants that all details provided for the purpose of placing the order will be correct and that, where credit or debit cards are used for an order through the Website on-line ordering facility, that any credit or debit card used belongs to the Customer.

**2.3** After placing an order, the Customer will receive an email from 2BS acknowledging that 2BS has received the Customer's order. Please note that this does not mean that the Customer's order has been accepted. All orders constitute an offer to 2BS to buy a Product are subject to acceptance by 2BS, and we will confirm such acceptance by sending you an email that confirms that the Product has been dispatched. The Contract will only be formed when we send you that confirmation of dispatch.

**2.4** 2BS reserves the right to reject any order, as it sees fit, without having to give any reason.

## **3. Specification and Use of the Products**

**3.1** Subject to the guidance and warnings set out in this section 3, each of the Products to be supplied will be as described under the relevant product code in the Specification Sheet for those Products. Customers should always obtain the Specification Sheet from the Website before ordering and will be taken to be fully aware of all information and warnings in the Specification Sheet. In the event of any conflict between the Specification Sheet and the Catalogue, the Specification Sheet will prevail.

**3.2** The Products are frequently derived from state-of-the-art research and the use by the Customer of the Products and any information appearing in the Catalogue, Website or the Specification Sheet is subject to the following conditions, restrictions and warnings:

**3.2.1** all Products supplied by 2BS shall be used by the Customer for research purposes only;

**3.2.2** none of the Products are to be used in any in vivo diagnostic or therapeutic procedure;

**3.2.3** the Products are only suitable for use by persons trained in the relevant laboratory techniques;

**3.2.4** all persons intending to use the Products must rely on their own knowledge and judgment in the selection and use of those Products;

**3.2.5** Customers should always read the guidance and warnings in the relevant instructions for use supplied with the Specification Sheet before taking delivery, storing or using the Products;

**3.2.6** instructions for use provided by 2BS are a synopsis of some of the published work on relevant areas of research and the referenced sources should always be referred to by users for fuller discussion of the techniques described;

**3.2.7** diagnosis must always be undertaken by a duly qualified clinician on the basis of all appropriate evidence and best clinical practice, not in sole reliance on laboratory tests;

**3.2.8** antibodies and related products have a limited usable life and require storage and use in controlled conditions and the Customer is responsible for following all relevant guidelines for storage and use, including all 2BS instructions for use; and

**3.2.9** Customers are responsible for complying with any legislation or regulations governing the importation into and use of the Products in the territory in which they are to be used.

**3.3** The Intellectual Property Rights in the Products and in all documentation and other materials relating to the Products are, as between 2BS and the Customer, reserved to 2BS. Nothing in these Terms and Conditions grants the Customer any licence to or any other rights under any Intellectual Property Rights of or used by 2BS other than a limited, non-transferable, non-sublicensable right under such Intellectual Property Rights, for the Customer to use the quantity of the Products purchased from 2BS.

**3.4** 2BS's employees, distributors or agents are not authorised to make any representations concerning the Products or the Custom Services beyond those that appear in the Catalogue or the Specification Sheet unless confirmed by 2BS in writing.

**3.5** In cases where the Customer requests 2BS to prepare the Products in a non-standard vial size or some other special format, 2BS will require that the Customer completes a requirements sheet detailing their requirements. The Products will be prepared according to the details in that requirements sheet. 2BS cannot accept responsibility for any amended or additional requirements subsequent to acceptance of the order and failure to meet any such amended or additional requirements will not be accepted as cause for rejection of the Products by the Customer.

## **4. Custom Services**

**4.1** All Custom Services are accepted and undertaken by 2BS on a “reasonable endeavours” basis only. The Customer acknowledges and agrees that the Custom Services are state-of-the-art scientific services and accordingly 2BS cannot and does not make any representations or give any warranties, whether expressed or implied, (including any warranty of satisfactory quality or fitness for any particular purpose) for the Project Services provided and specific results or outcomes cannot be guaranteed or warranted.

**4.2** All charges are due and payable as invoiced regardless of the outcome of the Custom Services.

**4.3** 2BS will try to meet any specified delivery date, but the results of each Custom Service is produced on a customised basis to meet the requirements of an order from state-of-the-art scientific manufacturing techniques and time of delivery will not be of the essence.

**4.4** Nothing in these Conditions grants the Customer any license to or any other rights under any Intellectual Property Rights, techniques, methods or know how of or used by 2BS or its sub-contractors in performing the Custom Services.

## **5. Price**

**5.1** The prices quoted on the Website do not include packing and carriage charges or insurance and are exclusive of VAT and all other taxes and duties. A packing charge (for example for wet or dry ice) may be added to the price of the Product by 2BS, and in such circumstances 2BS will give the Customer details of the packing charge on receipt of the order.

**5.2** Prices are shown for standard package sizes. 2BS will supply the Customer with prices for quantities outside those listed in the Catalogue on request.

**5.3** 2BS reserves the right to amend prices and specifications for the Products without notice, but not with effect for Contracts which have been concluded on the basis of prices and/or specifications.

**5.4** If Products are ordered for delivery outside the UK, they may be subject to import duties and taxes which are levied when the delivery reaches the specified destination. The Customer will be responsible for payment of any import duties and taxes levied for delivery of Products outside of the UK.

## **6. Delivery**

**6.1** Delivery will be at the address specified by the Customer at the time the order is placed, but 2BS may choose the method of delivery suitable to the Products being shipped.

**6.2** Products are normally available from stock and 2BS will use its reasonable endeavours to deliver the Products within seven (7) days after the date on which the order was received by 2BS; but 2BS will not be liable to compensate the Customer for late delivery.

**6.3** 2BS reserves the right to make partial deliveries and to charge for the Products delivered, even though some items in an order may not have been delivered.

## **7. Title and Risk**

**7.1** 2BS retains ownership of any and all Products delivered to the Customer, which must be held by the Customer to 2BS's order until 2BS has received unconditional payment in full for the Products and for any other goods or services supplied by 2BS to the Customer. 2BS shall have full right of unimpeded access to any premises where the Products are stored for the purposes of recovering possession of the Products.

**7.2** Risk of damage to or loss of the Products shall pass to the Customer upon delivery to the Customer.

## **8. Payment**

**8.1** 2BS will deliver an invoice for the Products or the Custom Services supplied to the Customer to the delivery address specified by the Customer at the time the Order is placed unless the Customer notifies 2BS of a different billing address.

**8.2** Where payment has not been made by credit or debit card through the Website on-line ordering facility, the Customer will pay the invoice without deduction or set-off within thirty (30) days after the date shown on the invoice.

**8.3** The Customer will pay Value Added Tax in accordance with UK legislation in force at the tax point and all other taxes and duties payable in connection with the supply of the Products and their export and import into any territory.

**8.4** Without prejudice to any other right or remedy available to 2BS if any part of an invoice remains outstanding after the due date for payment, 2BS will be entitled to charge interest from the invoice date until full payment and the costs of recovery in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

## **9. Liability**

**9.1** By placing an order, the Customer acknowledges that:

**9.1.1** it has read and accepts the restrictions and warnings on use of the Products set out in section 3 of these Conditions,

**9.1.2** it relies on its own knowledge and judgment in the selection and use of the Products and Custom Services, and

**9.1.3** it is aware of the guidance and warnings in the relevant Specification Sheet.

**9.2** 2BS believes that the Specification Sheet and any other information given to the Customer about the Products on the Website is accurate. But the Specification Sheet is only

intended to assist the Customer in identifying relevant scientific literature on the subject of the Products and their use and 2BS will not be liable for:

**9.2.1** any representation or advice concerning selection or use of the Products given by or on behalf of 2BS on the Website or otherwise; or

**9.2.2** for any inaccuracies or omissions in the Specification Sheet.

**9.3** If the Products do not meet the standard of satisfactory quality or the condition, quantity, or identity of the Products does not conform with the Specification Sheet on delivery, 2BS will, at its option, replace the Products or refund the purchase price to the Customer, provided that the Customer:

**9.3.1** provides 2BS with the purchase order number, invoice number, and the product code mentioned in the Catalogue or the Website for the Products;

**9.3.2** stores and uses the Products in accordance with any instructions given by 2BS to the Customer;

**9.3.3** notifies 2BS of the defect within ten (10) days after delivery; and

**9.3.4** retains the defective Products and returns them to 2BS on request.

**9.4** The remedy stated in section 9.3 is the sole remedy of the Customer if any Products are defective and the Customer's failure to notify 2BS of any defect within ten (10) days after delivery shall constitute irrevocable acceptance of the Products delivered.

**9.5** 2BS will not be liable for any damage or loss arising from wear and tear, willful damage, negligence, abnormal working conditions, failure to follow instructions or out of the use, the result of use or the inability of the Customer to use the Products.

**9.6** No other warranty or condition is to be implied between the Customer and 2BS as to the quality or fitness for a particular purpose of the Products or the Custom Services and all warranties, conditions, terms, undertakings and obligations implied by statute, common law, custom, trade usage, course of dealing or in any other way are, to the extent permitted by law, excluded. No warranty or condition is to be implied into the Contract that either the Products, the Custom Services or the information supplied to the Customer does not infringe any Intellectual Property Rights of any third party.

**9.7** Subject to condition 9.9, 2BS will not be liable to the Customer for any loss of profits, loss of savings, loss of use, loss of business, loss of opportunity, loss or spoiling of data, loss of contracts, in any case whether direct or indirect, or for any indirect or consequential losses sustained by the Customer as a result of any defects in the Products or the Custom Services or as a result of the negligence of 2BS or any breach of contract by 2BS or in any other way, even if 2BS had been advised of, or knew of, the likelihood of that loss or type of loss arising

**9.8** Subject to condition 9.9, 2BS's total liability arising out of the sale of the Products or Custom Services whether in contract, or tort (including negligence) or arising in any other way, will not exceed re-performance of the Custom Services or replacement of the Products

shown to be defective or, at 2BS's option, reimbursement of the aggregate of all sums paid by the Customer to 2BS in respect of a particular order of the Products or the Custom Services.

**9.9** Nothing in these Conditions excludes or limits the liability of 2BS for death or personal injury caused by 2BS's negligence, for fraud or fraudulent misrepresentation or for any other matter for which it would be illegal for 2BS to exclude or attempt to exclude its liability.

## **10. Force Majeure**

2BS will not be liable to the Customer or be deemed to be in contractual breach by reason of any delay in performing, or any failure to perform the Custom Services, or any of 2BS's obligations in relation to the Products, if the delay or failure was due to any cause beyond 2BS's reasonable control and in particular 2BS reserves the right to cease performing or cancel the Custom Services or cancel, defer the date of delivery of Products or to cancel any order or reduce the volume of the Products ordered by the Customer (without liability to the Customer) if it is prevented from or delayed in carrying out its business due to circumstances beyond the reasonable control of 2BS including without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, epidemic or other inability or delay in obtaining supplies.

## **11. General**

**11.1** For details of the personal data which 2BS collects and the purposes for which 2BS uses your personal data please read our [Privacy Notice](#)

**11.2** If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected.

**11.3** Failure by 2BS to enforce any of its rights shall not constitute a waiver of those or any other right of 2BS.

**11.4** A person who is not party to the Contract shall have no right to enforce any term of the Contract whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

**11.5** The Contract is governed by English law, and these Conditions will be interpreted in accordance with English law. The Customer, by ordering the Products or the Custom Services, is deemed to submit to the exclusive jurisdiction of the English courts in connection with any dispute which may arise from the use of the Products or out of or in connection with the Contract.