



Terms and Conditions of Sale

1. Introduction

- 1.1. These Terms and Conditions of Sale (the "Terms") govern the sale of products and/or services (the "Products") by ImmunoServ Ltd ("we," "our," or "us") to you, the Customer ("you" or "your"). By placing an order with us, you agree to be bound by these Terms.
- 1.2. Any electronic communication between ImmunoServ and the Customer shall be effective as originals and shall be considered to be as "writing" between the parties. The electronic communication system used by ImmunoServ will serve as sole proof for the content, the time of delivery and receipt of such electronic communications.

2. Estimates and Project Proposals

- 2.1. Estimates and Project Proposals made by ImmunoServ in whatever form are not binding and merely constitute an invitation to the Customer to place an order. All Estimates and Project Proposals issued by ImmunoServ are revocable and subject to change without notice.

3. Orders

- 3.1. All orders are subject to acceptance by us. We reserve the right to refuse or cancel any order for any reason.
- 3.2. Orders must include accurate and complete information. You are responsible for ensuring the accuracy of your order, including but not limited to project details, product selection, quantity, and shipping details.

4. Prices

- 4.1. Prices for the Products are listed on our website or issued by ImmunoServ as an Estimate or within a Project Proposal.
- 4.2. Prices are subject to change without notice.
- 4.3. Price based on estimated or projected quantities are subject to increase in the event that actual quantities purchased during the specified period are less than the estimated or projected quantities.
- 4.4. Prices include standard packaging but do not include Value Added Tax (VAT) or any other similar applicable taxes, duties, levies or charges in any jurisdiction levied in relation to the Products or the delivery thereof ("Taxes"). The amount of any Taxes levied in connection with the sale of Products to the Customer shall be for the Customer's account and shall either be added to each invoice or separately invoiced by ImmunoServ to the Customer.

5. Payment

- 5.1. Payment must be made at the time of order placement or as described on the Estimate or Project Proposal issued by ImmunoServ.
- 5.2. For orders not placed online, an Invoice will be issued by ImmunoServ detailing payment terms and methods.

- 5.3. Payment must be in the currency specified on the invoice without any deductions for taxes or bank charges.
- 5.4. With regard to payment for the Products, time is of the essence. ImmunoServ may, without prejudice to any other rights of ImmunoServ, charge interest on the overdue amount at a rate of 8% per annum above the Bank of England base rate, or the maximum rate permitted by applicable law, whichever is lower.
- 5.5. Interest will be computed on a daily basis until all outstanding amounts are paid in full.
- 5.6. All costs and expenses incurred by ImmunoServ with respect to the collection of overdue payments (including, without limitation, reasonable attorney's fees, expert fees, court costs and other expenses of litigation) shall be for the Customer's account.

6. Delivery

- 6.1. We will make reasonable efforts to deliver the Products within the estimated timelines, but we are not liable for any delays beyond our control.
- 6.2. ImmunoServ is entitled to deliver the Products in parts or project phases and to invoice separately.
- 6.3. Delivery charges may be added to the price.

7. Examination, Acceptance and Specification

- 7.1. On delivery and during the handling, use, alteration, incorporation, processing, transportation, storage, importation and (re)sale of the Products (the "Use"), The customer shall examine the Products and satisfy itself that the Products delivered meet the agreed specifications for the Products.
- 7.2. Complaints about the Products shall be made in writing and must reach ImmunoServ no later than 7 (seven) days from the date of delivery in respect of any defect, default or shortage which would be apparent from a reasonable inspection on delivery, and 7 (seven) days from the date on which any other claim (e.g. hidden defects) was or ought to have been apparent, but in no event later than (i) 6 (six) months from the date of delivery of the Products or (ii) the expiry of the Products' shelf-life whichever is the earlier.

8. Warranty

- 8.1. ImmunoServ solely warrants that on the date of delivery the Products shall conform to the specifications. If, and to the extent, Products are in breach with such warranty ImmunoServ may at its own option and within a reasonable time either repair or replace the Products at no charge to Customer, or issue a credit for any such Products in the amount of the original price. Accordingly, ImmunoServ's obligation shall be limited solely to repair or replacement of the Products or for credit of the Products.
- 8.2. Our warranty does not cover damage resulting from misuse, improper handling, or unauthorised modifications.

9. Intended Use

- 9.1. You agree to use the Products solely for their intended purpose as described in the product documentation or on our website.



9.2. You are responsible for ensuring that the Products are suitable for your intended use. We disclaim any liability for damage or injury resulting from misuse or use that deviates from the specified intended use.

9.3. Customer shall be exclusively responsible for (i) ensuring compliance with all Laws and Standards associated with the intended Use of the Products; and (ii) obtaining all necessary approvals, permits or clearances for such Use.

10. Limitation of Liability

10.1. To the maximum extent permitted by law, our liability for any claim arising out of or in connection with the sale of Products is limited to the amount paid for the Products.

10.2. We are not liable for any indirect, incidental, or consequential damages.

11. Intellectual Property

11.1. All intellectual property rights in the Products and related materials are owned by us or our licensors.

11.2. You may not use, reproduce, or distribute any intellectual property without our prior written consent.

12. Governing Law

12.1. These Terms are governed by and construed in accordance with the laws of United Kingdom.

12.2. Any disputes arising from these Terms shall be subject to the exclusive jurisdiction of the courts of United Kingdom.

13. Amendments

13.1. We reserve the right to amend these Terms at any time. Any changes will be effective when posted on our website.

13.2. Your continued use of our services following the posting of changes constitutes your acceptance of the revised Terms.

14. Contact Information

14.1. If you have any questions about these Terms or your order, please contact us at info@immunoserv.com.