

ALMAC SCIENCES LIMITED - Terms & Conditions of Sale

This page provides the terms and conditions (“Terms and Conditions”) on which we supply any of the products (the “Products”) listed on our website www.almacgroup.com. Potential customers should read these Terms and Conditions carefully before ordering any Products. By ordering any of our Products, customers agree to be bound by these Terms and Conditions.

1. These Terms and Conditions shall apply exclusively to any contract between Almac Sciences Limited (“Almac”) and a customer of Almac (the “Buyer”) relating to all sales of Almac’s products (the “Products”) and any variation to these conditions shall have no effect unless expressly agreed in writing and signed by a Director of Almac.
2. Each order or acceptance of a quotation for Products by the Buyer from Almac shall be deemed to be an offer by the Buyer to buy Products subject to these Terms and Conditions.
3. No order placed by the Buyer shall be deemed to be accepted by Almac until a written acknowledgement of an order is issued by Almac (“Order Confirmation”) or (if earlier) Almac delivers the Products to the Buyer.
4. Any quotation is given on the basis that no contract will come into existence until Almac despatches an Order Confirmation. Any quotation is valid for a period of 30 days from its date, provided Almac has not previously withdrawn it.
5. Once the Order Confirmation has been sent to the Buyer, the order may be changed or amended only by a written agreement signed by both Buyer and Almac. Buyer may not cancel the order unless such cancellation is expressly agreed to in writing by Almac.
4. Orders shall be delivered FCA (Incoterms 2000) at Almac’s facility. Buyer agrees that it shall bear all risk of loss or damage of the Products during transit. Except as expressly agreed by the parties in writing, any indicated time of delivery shall be a good faith estimate only.
5. Buyer must provide Almac with written notice of any defect or damage to the Products within five days of receipt of the Products and, if requested to do so, the Buyer shall return the Products to Almac in accordance with Almac’s instructions to enable Almac to examine the Products.
6. Almac’s sole and exclusive liability and Buyer’s sole and exclusive remedy in relation to Products agreed by Almac to be defective or damaged shall be replacement of such Products or refund of the purchase price, at Almac’s sole discretion.
7. Almac shall not be liable to the Buyer by reason of any delay in or failure to deliver or otherwise perform any of Almac’s obligations hereunder, if the delay or failure was due to any cause beyond Almac’s reasonable control.
8. The price of any Products shall be as provided within the applicable quotation. The price shall be exclusive of any value added tax and any other duties or taxes.
9. Unless otherwise agreed at point of Order Confirmation, the Products shall be shipped after Almac has received in full (in cash or cleared funds) all sums due to it in respect of the Products.
10. Ownership of the Products shall not pass to the Buyer until Almac has received in full all sums due to it in respect of the Products and all other sums which are or which become due to Almac from the Buyer on any account.
11. The Products are intended for laboratory research and development purposes only (the “Permitted Use”). The Buyer acknowledges and agrees that the Products may have unpredictable and unknown biological and/or chemical properties and they are therefore to be used with caution, and are not to be used for any purpose other than the Permitted Use including but not limited to in humans, foods or beverages, drugs, medical devices, cosmetics, for any diagnostic purpose or for any commercial purpose. The Permitted Use does not include the multiplication of the Product or parts thereof.
12. The Products are supplied to and accepted by the Buyer ‘as is’ without any warranty of merchantability or fitness for any particular purpose or any other warranty, expressed or implied. In no event shall Almac be liable for any use of the Products, and the Buyer agrees to defend, indemnify, and hold harmless Almac from any loss, claims, costs, damages, or liability, which may arise from Buyer’s use, storage, or disposal of the Products, except to the extent such loss, claims, costs, damage, or liability are the direct result of Almac’s gross negligence or wilful misconduct.
13. Buyer agrees to comply with all laws and regulations applicable to the handling and use of the Product.
14. Almac makes no representation that the use of the Product will not infringe any patent or proprietary rights of third parties.
15. Nothing in these Terms and Conditions shall deem to grant or assign to the Buyer any rights under any patents, patent applications, trade secrets, trademarks, copyrights or any other proprietary intellectual property rights of Almac or its affiliates.
16. The Products and their composition shall be regarded as the know-how of Almac or third parties associated with Almac. The Buyer shall keep such know-how strictly confidential. In particular, the Buyer agrees not to determine the protein or genetic sequence of the Products or reverse engineer the Products. The Buyer agrees not to transfer the Products or parts thereof to any third party.

16. Almac's liability to the Buyer shall not exceed the amount received by Almac for the Products. Almac shall not be liable to the Buyer for any indirect loss or for any special, incidental, punitive or consequential damages whether this loss arises from breach of a duty in contract or tort or breach of statutory duty or in any other way including without limitation loss arising from Almac's negligence, default, breach of duty, non-delivery, delay in delivery or defects or errors in the Products provided hereunder. Almac shall not be liable in particular (without limitation) for loss of profits, loss of revenue, loss of contracts or opportunity, cost of capital, cost of substitute Products or any claims of third parties for any of the foregoing. The foregoing limitation on liability shall not apply to claims for death or personal injury which arise due to Almac's negligence.
17. These Terms and Conditions shall be construed in accordance with the laws of the Courts of England and Wales.
18. If any of these Terms and Conditions are determined by a competent authority to be invalid, unlawful or unenforceable, such Term or Condition will to that extent be severed from the remaining Terms and Conditions which will continue to be valid to the fullest extent permitted by law.
19. These Terms and Conditions shall be binding upon the Almac and the Buyer and their respective successors and assigns.