

CellAura Technologies Ltd Terms and Conditions

1. The Contract

- 1.1. The only Terms and Conditions of contract between CellAura Technologies Ltd ('CellAura') and the Purchaser (you) shall be those set out below unless other terms are expressly accepted in writing by an authorised employee of CellAura.
- 1.2. The Terms and Conditions set out below shall apply to all CellAura products and services.
- 1.3. CellAura shall, at its sole discretion, be entitled to amend these terms and conditions at any time by posting any amendments on this website with a note of the date when such amendments shall take effect. Your continued use of the website after the date any amendments take effect shall be construed as your acceptance to such amendments.

2. Placing orders

- 2.1. All orders are subject to availability. Prices of products do not include freight and packing, VAT or import duties where these are applicable.
- 2.2. Price and other information provided are subject to change without notice, and prices may be changed up to the time of delivery. While every effort is made to keep information provided by CellAura up to date, CellAura will not be liable to you or anyone else if errors should occur in information provided on this website.
- 2.3. The following information is required to process an order:
 - 2.3.1. A Purchase Order number (unless paying by credit card);
 - 2.3.2. Name, job title, affiliation, mailing address, invoice address, email address, telephone number.
 - 2.3.3. Name, phone number and email address of the main point of contact;
 - 2.3.4. VAT number if you are in the European Union.
- 2.4. When your order is received CellAura will confirm receipt. Confirmation of receipt will include confirmation of (i) delivery costs, (ii) arrangements for delivery, and (iii) expected delivery time. However, formal acceptance of the order will only take place when the goods are dispatched. If prices should be changed between the time of receipt of an order and dispatch, CellAura will contact you in advance of dispatch.

3. Prices

- 3.1. All goods will be supplied at the price and the VAT rate ruling on the date of dispatch. If you are in the UK and are eligible for zero rated supplies or VAT exempt we must receive a valid certificate with your order, (fax no. 0115 912 4427), otherwise the standard rate of 20% VAT will be charged.
- 3.2. All prices shown in catalogues, brochures and this website are based on delivery Ex-works (Incoterms 2011) at CellAura 's facility, exclusive of Value Added Tax. CellAura reserves the right to vary such prices at any time at its discretion.
- 3.3. Quotations will remain open for acceptance by you within the period stated in the quotation or if no period is stated, within 30 days of the date of the quotation irrespective of when the quotation is received by you.

4. Payment

- 4.1. All invoices are denominated in Pounds Sterling (£).
- 4.2. Payment in full is due within 30 days from date of invoice. CellAura has the right to charge interest on all overdue sums at the rate of five percent per annum over the base lending rate of the Bank of England calculated at the date of actual payment.
- 4.3. Past due amounts under any invoice may be offset by CellAura against overpayments, credits or any other amounts due to the customer from CellAura.
- 4.4. If you exceed your credit limits you will be asked to pay in advance for additional products until the account is settled.
- 4.5. CellAura has the right to deliver an order in installments, and the customer is required to pay the invoice for each installment within 30 days from date of invoice.
- 4.6. Risk in the products passes on dispatch. Property in the products does not pass until the product has been paid for in cleared funds.

5. Receipt of products

- 5.1. Packaging and products should be inspected immediately upon receipt.
- 5.2. Any claims for shortages or defects must be made within 7 days of a delivery.
- 5.3. Any claims for non-ordered items or non-delivery must be made within 7 days of receiving the invoice.

6. Returns & replacements

- 6.1. CellAura will not accept unauthorised returns. Prior to returning goods customers must contact CellAura to obtain authorisation and shipping instructions. Items returned without prior authorisation will not be accepted. Return of authorised goods should be made within a maximum of 30 days of issuance of authorisation.
- 6.2. CellAura will accept goods back without question if sent out as a result of an error on our part. CellAura will also accept goods back if there is a valid quality problem.
- 6.3. CellAura will accept goods back if ordered in error by you providing you contact us within 7 days of receipt. CellAura will not accept items that cannot be put back in stock such as reagents that have passed their expiry dates, custom products or special orders, or if the goods have been opened or the packaging and product labels have been damaged or defaced. Returns accepted for items ordered in error may be subject to a handling fee of 15% of the value of goods returned subject to a minimum charge of £30. CellAura reserves the right not to credit if the goods are returned in an unsatisfactory condition, in which case the returns fee may still apply.
- 6.4. Any claim relating to products shall be limited to replacement or refund of original purchase price paid.

7. Product use limitations

- 7.1. All CellAura products are **for Laboratory Research use only and their use in diagnostic, therapeutic or in vivo applications is expressly forbidden.**

- 7.2. CellAura warrants that its products conform to the specifications in CellAura literature. Should a product fail to conform to its specifications, CellAura may choose to replace it free of charge or refund the purchase price.
- 7.3. To the extent permitted by English law, this warranty is exclusive and CellAura makes no warranty, expressed or implied, including any implied warranty of merchantability or fitness for any particular purpose. CellAura shall not be liable for any incidental, consequential or contingent damages.
- 7.4. CellAura will not be liable for any advice it may offer in relation to the use of the products nor any claims or applications not listed in the literature or the misuse of products which will include using the products for diagnostic, therapeutic or in vivo use in human subjects.
- 7.5. CellAura cannot provide a guarantee for all applications for which its products may be used. Further, information disclosed in CellAura product literature and this website should not be considered as a recommendation to use its products in violation of any patents.
- 7.6. CellAura shall not be liable for its failure to perform any of its obligations resulting from circumstances beyond its reasonable control.
- 7.7. CellAura will notify you as soon as practically possible after it becomes aware of deficiencies in a product supplied.
- 7.8. Except for personal injury or death caused by CellAura's negligence, CellAura will not be liable (under contract, by negligence or any other way) for any indirect or consequential loss or damage arising out of or in connection with the products or this Agreement and CellAura's total aggregate liability for any loss or damage in respect of the products or this Agreement will not exceed the amount paid for the products under this order.

8. General

- 8.1. The contents of this website, such as text, graphics, images, information and other material ('Content'), are protected by copyright and other intellectual property laws, and all intellectual property rights in them belong to CellAura, or are licensed to it.
- 8.2. CellAura authorises you to use the Content on this website solely for the purpose of purchasing product from us or otherwise promoting our products but you are not permitted to use the Content in competition with us or our products.
- 8.3. In order to provide CellAura's customers with as much supporting information as possible, there may be pages on our website that link to a third party internet site. CellAura is not responsible for the content of such external internet sites.
- 8.4. All users of CellAura's website are deemed to have accepted these Terms and Condition in their entirety.
- 8.5. These Terms and Conditions shall take precedence, where there is a difference, over any of your terms and conditions irrespective of the order in which party informs the other of their terms and conditions.
- 8.6. Nothing in these terms is intended to provide any rights to third parties to enforce any term.
- 8.7. Contracts and agreements with CellAura shall in all respects be governed by and interpreted in accordance with English law.