Terms and Conditions for Sale

1. **Application of Terms and Conditions**

1.1 The Supplier shall supply and the Customer shall purchase the Goods and Services in accordance with the quotation or website which shall be subject to these Terms and Conditions; and

1.2 The Contract shall be to the exclusion of any other terms and conditions subject to which any such quotation is accepted or purported to be accepted, or any such order is made or purported to be made, by the Customer.

2. **Definitions and Interpretation**

2.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

"Business Day"	means any day other than a Saturday, Sunday or bank holiday;
"Commencement Date"	means the commencement date for the Contract as set out in the quotation or on the website;
"Confidential Information"	means, in relation to either Party, information which is disclosed to that Party by the other Party pursuant to or in connection with this Agreement (whether orally or in writing or any other medium, and whether or not the information is expressly stated to be confidential or marked as such);
"Contract"	means the contract for the purchase and sale of the Goods and supply of the Services under these Terms and Conditions;
"Contract Price"	means the price stated in the Contract payable for the Goods;
"Customer"	means the person who accepts a quotation or offer of the Supplier for the sale of the Goods and supply of the Services, or whose order for the Goods and Services is accepted by the Supplier;
"Delivery Date"	means the date on which the Goods are to be delivered as stipulated in the Customer's order and accepted by the Supplier;
"Month"	means a calendar month;
"Services"	means the Services to be provided to the Customer as set out in the quotation or on the website; and

"Supplier"	means Hill Court Farm Research Ltd, a company registered in England under 9282850 of Goodridge Court, Goodridge Avenue, Gloucester, GL2 5EN and includes all employees and agents of Hill Court Farm Research Ltd.

2.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:

2.2.1 "writing", and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;

2.2.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;

2.2.3 "these Terms and Conditions" is a reference to these Terms and Conditions and any Schedules as amended or supplemented at the relevant time;

2.2.4 a Schedule is a schedule to these Terms and Conditions; and

2.2.5 a Clause or paragraph is a reference to a Clause of these Terms and Conditions (other than the Schedules) or a paragraph of the relevant Schedule.

2.2.6 a "Party" or the "Parties" refer to the parties to these Terms and Conditions.

2.3 The headings used in these Terms and Conditions are for convenience only and shall have no effect upon the interpretation of these Terms and Conditions.

2.4 Words imparting the singular number shall include the plural and vice versa.

2.5 References to any gender shall include the other gender.

3. Basis of Sale and Service

3.1 The Supplier's employees or agents are not authorised to make any representations concerning the Services unless confirmed by the Supplier in writing. In entering into the Contract the Customer acknowledges that it does not rely on, and waives any claim for breach of, any such representations which are not so confirmed.

3.2 No variation to these Terms and Conditions shall be binding unless agreed in writing between the authorised representatives of the Customer and the Supplier.

3.3 Sales literature, price lists and other documents issued by the Supplier in relation to the Services are subject to alteration without notice and do not constitute offers to sell the Services which are capable of acceptance. No contract for the sale of the Services shall be binding on the Supplier unless the Supplier has issued a quotation which is expressed to be an offer to sell the Services or has accepted an order placed by the Customer by whichever is the earlier of:

3.3.1 the Supplier's written acceptance;

3.3.2 provision of the Services; or

3.3.3 the Supplier's invoice.

3.4 Any typographical, clerical or other accidental errors or omissions in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Supplier shall be subject to correction without any liability on the part of the Supplier.

4. The Services

4.1 With effect from the Commencement Date the Supplier shall, in consideration of the price being paid in accordance with Clauses 6 and 7 will provide the Services expressly identified in the quotation or on the website.

4.2 The Supplier will use reasonable care and skill to perform the Services identified in the quotation or on the website.

4.3 The Supplier shall use all reasonable endeavours to complete its obligations under the Contract, but time will not be of the essence in the performance of such obligations.

5. Price

5.1 The price of the Services shall be the price listed on the Supplier's website current at the date of acceptance of the Customer's order or such other price as may be agreed in writing by the Supplier and the Customer.

5.2 Where the Supplier has quoted a price for the Services other than in accordance with the Supplier's published price list the price quoted shall be valid for 30 days only or such lesser time as the Supplier may specify.

5.3 The Supplier reserves the right, by giving written notice to the Customer at any time before delivery or provision, to increase the price of the Services to reflect any increase in the cost to the Supplier which is due to any factor beyond the control of the Supplier (including, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture), any change in delivery dates, quantities or specifications for services which are requested by the Customer, or any delay caused by any instructions of the Customer or failure of the Customer to give the Supplier adequate information or instructions.

5.4 Except as otherwise stated under the terms of any quotation or in any price list of the Supplier, and unless otherwise agreed in writing between the Customer and the Supplier, all prices are exclusive of the Supplier's charges for packaging and transport.

5.5 The price is exclusive of any applicable value added tax, excise, sales taxes or levies of a similar nature which are imposed or charged by any competent fiscal authority in respect of the Services, which the Customer shall be additionally liable to pay to the Supplier.

6. Payment

6.1 The Customer shall pay the price of the Services (less any discount or credit allowed by the Supplier, but without any other deduction, credit or set off) within 14 Business Days of the date of the Supplier's invoice or otherwise in accordance with such credit terms as may have been agreed in writing between the Customer and the Supplier in respect of the Contract. Results shall not be released to the Customer unless Payment has been received. The time for the

payment of the price shall be of the essence of the Contract. Receipts for payment will be issued only upon request.

6.2 All payments shall be made to the Supplier as indicated on the form of acceptance or invoice issued by the Supplier.

6.3 The Supplier is not obliged to accept orders from any customer or buyer who has not supplied the Supplier with references satisfactory to the Supplier. If at any time the Supplier is not satisfied as to the creditworthiness of the Customer it may give notice in writing to the Customer that no further credit will be allowed to the Customer in which event no further services will be delivered or provided to the Customer other than against cash payment and notwithstanding sub-Clause 7.2 of these conditions, all amounts owing by the Customer to the Supplier shall be immediately payable in cash.

7. Delivery and Performance

7.1 The Customers is responsible for organising delivery of samples to the Supplier. If a courier has been requested, collection of samples shall be organised by the Supplier from the place in the United Kingdom specified in the courier booking form or, if no place of collection is so specified, by the Customer delivering the samples at the Supplier's premises.

7.2 The Collection Date is approximate only and time for collection shall not be of the essence unless previously agreed by the Supplier in writing. The samples may be collected by the Supplier in advance of the Collection Date upon giving reasonable notice to the Customer.

7.3 If the Customer fails to organise delivery of the samples or any part of them on the Collection Date and/or fails to provide any instructions, documents, licences, consents or authorisations required to enable the samples to be collected on that date, the Supplier shall be entitled upon giving written notice to the Customer to store or arrange for the storage of the samples and then notwithstanding the provisions of sub-Clause 10.1 risk in the samples shall pass to the Customer, delivery shall be deemed to have taken place and the Customer shall pay to the Supplier all costs and expenses including storage and insurance charges arising from such failure.

7.4 With effect from the Commencement Date the Supplier shall, in consideration of the price being paid in accordance with these Terms and Conditions and the quotation or on the website provide the Services expressly identified in the quotation or on the website.

8. Non-Delivery of Services

8.1 If the Supplier fails to deliver provide the Services or any of them on the Delivery Date (or Commencement Date, as appropriate) other than for reasons outside the Supplier's reasonable control or the Customer's or its carrier's fault:

8.1.1 if the Supplier delivers the provides the Services at any time thereafter the Supplier shall have no liability in respect of such late delivery; or

8.1.2 if the Customer gives written notice to the Supplier within 14 Business Days after the Delivery Date (or Commencement Date, as appropriate) and the Supplier fails to deliver Services within 30 Business Days after receiving such notice the Customer may cancel the order and the Supplier's liability shall be limited to the excess (if any) of the cost to the

Customer (in the cheapest available market) of similar services to those not delivered or provided over the price of the Services not delivered or provided.

9. Risk and Retention of Title

9.1 Notwithstanding delivery and the passing of risk in the Services, or any other provision of these Terms and Conditions, legal and beneficial title to the Services shall not pass to the Customer until the Supplier has received in cash or cleared funds payment in full of the price of the Services.

9.2 The Customer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Services which remain the property of the Supplier, but if the Customer does so all money owing by the Customer to the Supplier shall (without prejudice to any other right or remedy of the Supplier) forthwith become due and payable.

9.3 The Customer's right to possession of the Services in which the Supplier maintains legal and beneficial title shall terminate if:

9.3.1 the Customer commits or permits any material breach of his obligations under these Terms and Conditions;

9.3.2 the Customer enters into a voluntary arrangement under Parts I or VIII of the Insolvency Act 1986, the Insolvent Partnerships Order 1994 (as amended), or any other scheme or arrangement is made with his creditors;

9.3.3 the Customer is or becomes the subject of a bankruptcy order or takes advantage of any other statutory provision for the relief of insolvent debtors;

9.3.4 the Customer convenes any meeting of its creditors, enters into voluntary or compulsory liquidation, has a receiver, manager, administrator or administrative receiver appointed in respect of its assets or undertaking or any part thereof, any documents are filed with the court for the appointment of an administrator in respect of the Customer, notice of intention to appoint an administrator is given by the Customer or any of its directors or by a qualifying floating charge-holder (as defined in paragraph 14 of Schedule B1 of the Insolvency Act 1986), a resolution is passed or petition presented to any court for the winding up of the Customer or for the granting of an administration order in respect of the Customer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Customer.

10. Assignment

10.1 The Supplier may assign the Contract or any part of it to any person, firm or company without the prior consent of the Customer.

10.2 The Customer shall not be entitled to assign the Contract or any part of it without the prior written consent of the Supplier.

11. **Inadequate Services**

11.1 If on delivery any of the Services are inadequate", the Customer gives written notice of such inadequacy to the Supplier within 30 Business Days of such delivery, the Supplier shall at its option:

11.1.1 reanalyse the samples affected within 30 Business Days of receiving the Customer's notice; or

11.1.2 refund to the Customer the price for those Services (or parts thereof, as appropriate) which are inadequate;

but the Supplier shall have no further liability to the Customer in respect thereof.

11.2 No samples will be reanalysed without the prior agreement in writing of the Supplier. Subject thereto any samples which the Supplier is satisfied were inadequate with regards to quality of Service shall either be reanalysed free of charge or, at the Supplier's sole discretion the Supplier shall refund or credit to the Customer the price of such inadequacy but the Supplier shall have no further liability to the Customer.

11.3 The Supplier shall be under no liability in respect of any defect arising from fair wear and tear, or any wilful damage, negligence, subjection to normal conditions, failure to follow the Supplier's instructions (whether given orally or in writing), misuse or alteration of the samples without the Supplier's prior approval, or any other act or omission on the part of the Customer, its employees or agents or any third party.

11.4 Samples, other than the inadequate samples under sub-Clauses 12.1 or 12.2, accepted by the Supplier may be credited to the Customer at the Supplier's sole discretion and without any obligation on the part of the Supplier.

11.5 Subject as expressly provided in these Terms and Conditions, and except where the Services are sold under a consumer sale, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

11.6 The Customer shall be responsible for ensuring that, except to the extent that instructions as to the taking of samples are contained in the packaging or labelling, any sampling by the Customer is in compliance with all applicable statutory requirements and that handling and packaging of the Services by the Customer is carried out in accordance with directions given by the Supplier or any competent governmental or regulatory authority and the Customer will indemnify the Supplier against any liability loss or damage which the Supplier might suffer as a result of the Customer's failure to comply with this condition.

12. **Customer's Default**

12.1 If the Customer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Supplier, the Supplier shall be entitled to:

12.1.1 cancel the order or provision of Services to the Customer;

12.1.2 appropriate any payment made by the Customer to such of the Services (or the services supplied under any other contract between the Customer and the Supplier) as the Supplier may think fit (notwithstanding any purported appropriation by the Customer); and

12.1.3 charge the Customer interest (both before and after any judgement) on the amount unpaid, at the rate of 8% per annum above Bank of England base rate from time to time, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).

12.2 This condition applies if:

12.2.1 the Customer fails to perform or observe any of its obligations hereunder or is otherwise in breach of the Contract;

12.2.2 the Customer becomes subject to an administration order or enters into a voluntary arrangement under Parts I or VIII of the Insolvency Act 1986 or the Insolvent Partnerships Order 1994 (as amended) or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation;

12.2.3 an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Customer;

12.2.4 the Customer ceases, or threatens to cease, to carry on business; or

12.2.5 the Supplier reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly.

12.3 If sub-Clause 13.2 applies then, without prejudice to any other right or remedy available to the Supplier, the Supplier shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Customer, and if the Services have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

13. Liability

13.1 The Supplier will not by reason of any representation, implied warranty, condition or other term, or any duty at common law or under express terms of the Contract (or these Terms and Conditions), be liable for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the Supplier's servants or agents or otherwise) which arise out of or in connection with the supply of the Services.

13.2 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.

13.3 The Customer shall indemnify the Supplier against all damages, costs, claims and expenses suffered by the supplier, arising from loss or damage to any equipment (including that of third parties) caused by the Customer, its agents or employees.

13.4 Where the Customer consists of two or more persons such expression throughout shall mean and include such two or more persons and each or any of them. All obligations on the part of such a Customer shall be joint and several obligations of such persons.

13.5 The Supplier shall not be liable to the Customer or be deemed to be in breach of these terms and conditions by reason of any delay in performing, or any failure to perform, any of the Supplier's obligations if the delay or failure was due to any cause beyond the Supplier's reasonable control.

13.6 Nothing in these Terms and Conditions excludes or limits the liability of the Supplier:

13.6.1 for death or personal injury caused by the Supplier's negligence;

13.6.2 for any matter which it would be illegal for the Supplier to exclude or attempt to exclude its liability; or

13.6.3 for fraud or fraudulent misrepresentation.

13.7 Subject to the remaining provisions of this Clause 14:

13.7.1 the Supplier's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the Contract Price; and

13.7.2 the Supplier shall not be liable to the Customer for any pure economic loss, loss of profit, loss of business, depletion of goodwill or otherwise, in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.

14. Confidentiality

14.1 Each Party undertakes that, except as provided by sub-Clause 15.2 or as authorised in writing by the other Party, it shall, at all times during the continuance of the Contract and for 24 months after its termination:

14.1.1 keep confidential all Confidential Information;

14.1.2 not disclose any Confidential Information to any other person;

14.1.3 not use any Confidential Information for any purpose other than as contemplated by and subject to these Terms and Conditions and the Contract;

14.1.4 not make any copies of, record in any way or part with possession of any Confidential Information; and

14.1.5 ensure that none of its directors, officers, employees, agents or advisers does any act which, if done by that Party, would be a breach of the provisions of sub-clauses 15.1.1 to 15.1.4 above.

14.2 Either Party may:

14.2.1 disclose any Confidential Information to:

14.2.1.1 any sub-contractor or supplier of that Party;

14.2.1.2 any governmental or other authority or regulatory body; or

14.2.1.3 any employee or officer of that Party or of any of the aforementioned persons, parties or bodies;

to such extent only as is necessary for the purposes contemplated by these Terms and Conditions and the Contract, or as required by law, and in each case subject to that Party first informing the person, party or body in question that the Confidential Information is confidential and (except where the disclosure is to any such body as is mentioned in sub-Clause 15.2.1.2 above or any employee or officer of any such body) obtaining and submitting to the other Party a written undertaking from the person in question, as nearly as practicable in the terms of this Clause 15, to

keep the Confidential Information confidential and to use it only for the purposes for which the disclosure is made; and

14.2.2 use any Confidential Information for any purpose, or disclose it to any other person, to the extent only that it is at the date of the Contract, or at any time after that date becomes, public knowledge through no fault of that Party, provided that in doing so that Party does not disclose any part of that Confidential Information which is not public knowledge.

14.3 The provisions of this Clause 15 shall continue in force in accordance with their terms, notwithstanding the termination of the Contract for any reason.

15. Communications

15.1 All notices under these Terms and Conditions and under the Contract shall be in writing and be deemed duly given if signed by, or on behalf of, a duly authorised officer of the Party giving the notice.

15.2 Notices shall be deemed to have been duly given:

15.2.1 when delivered, if delivered by courier or other messenger (including registered mail) during the normal business hours of the recipient; or

15.2.2 when sent, if transmitted by facsimile or e-mail and a successful transmission report or return receipt is generated; or

15.2.3 on the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid; or

15.2.4 on the tenth business day following mailing, if mailed by airmail, postage prepaid.

15.3 All notices under this Agreement shall be addressed to the most recent address, e-mail address, or facsimile number notified to the other Party.

16. Intellectual Property Rights

16.1 The Supplier shall own all Intellectual Property Rights arising in connection to the Services. This includes without limitation the results arising from the Services.

16.2 The Supplier has the right to use all information arising from the Services as they see fit, without payment to the Customer. This includes commercial exploitation.

16.3 The Supplier shall licence the Intellectual Property Rights arising from the Services to the Customer on a nonexclusive and perpetual basis to enable the Customer to make use of the results of the Services.

16.4 For the avoidance of doubt, the Supplier shall retain all Intellectual Property Rights in any new methods, processes, research and other innovations developed during the provision of the Services.

17. Force Majeure

Neither Party shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of

that Party. Such causes include, but are not limited to: power failure, Internet Service Provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Party in question.

18. **Waiver**

The Parties agree that no failure by either Party to enforce the performance of any provision in these Terms and Conditions or under the Contract shall constitute a waiver of the right to subsequently enforce that provision or any other provision. Such failure shall not be deemed to be a waiver of any preceding or subsequent breach and shall not constitute a continuing waiver.

19. **Severance**

The Parties agree that, in the event that one or more of the provisions of these Terms and Conditions or the Contract are found to be unlawful, invalid or otherwise unenforceable, that / those provisions shall be deemed severed from the remainder of these Terms and Conditions (and, by extension, the Contract). The remainder of these and the Contract shall be valid and enforceable.

20. **Third Party Rights**

A person who is not a party to the Contract shall have no rights under the Contract pursuant to the Contracts (Rights of Third Parties) Act 1999.

21. **Law and Jurisdiction**

21.1 These Terms and Conditions and the Contract (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.

21.2 Any dispute, controversy, proceedings or claim between the Parties relating to these Terms and Conditions or to the Contract (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.