

Welcome to 3CR Bioscience Ltd, and thank you for your interest in purchasing our products. As a valued customer, our aim is to make your purchasing experience as smooth as possible. Should you have any queries about an order, a quote or anything else, please do not hesitate in contacting customer services on +44 (0)1279 940983 or at support@3crbio.com.

1. Contract Terms

- 1.1 These terms and conditions cover all sales of products and services by 3CR Bioscience Ltd and any information and/or advice provided, whether charged for or not. No variations in these terms and conditions will apply unless agreed by 3CR Bioscience Ltd in writing. Orders are accepted only on the condition that no conditions of purchase shall apply.

2. Ordering and Delivery

- 2.1 We will endeavour to meet the delivery dates specified in your order confirmation.
- 2.2 Once you have placed your order, you cannot cancel it. It may be possible to delay the delivery date. Should you wish to do this, please contact support@3crbio.com, as soon as is possible after placing the order.
- 2.3 Title to products will pass to the customer upon delivery of the products to the commercial carrier. However, should there be any loss or damage to the order, we will replace at our cost for you, upon proof from the courier of loss, damage or destruction.
- 2.4 Should you request products to be shipped using your own courier/shipping broker and not 3CR Bioscience's own courier service, we can take no responsibility for the safe and timely delivery of the items shipped. Any issues with such shipments will be dealt on an individual basis, at the discretion of 3CR Bioscience.
- 2.5 3CR Bioscience has the right to deliver orders in instalments, and the customer is required to pay the invoice for each instalment within 30 days from date of invoice.

3. Inspection

- 3.1 Products that are damaged or defective upon delivery can be returned, providing you contact support@3crbio.com within 5 working days from when you receive the products. We will give you detailed instructions on returning the products and receiving replacements.
- 3.2 All products must be stored in accordance with instructions and no claim for any refund or replacement will be accepted unless these instructions have been followed by the customer at all times.
- 3.3 Custom products that we manufacture in accordance with your specifications can only be returned if the custom product does not conform to the given specifications. In that case, we will either issue you a refund, equivalent to the price you paid for the custom product or replace the products.

4. Price and Payment

- 4.1 The price for products is shown on our quotation to you.
- 4.2 All prices are exclusive of any taxes (including VAT), duties, levies, etc... which will be charged at the rate and in the manner prescribed by law.

- 4.3 If they apply, it is your responsibility to ensure that they are paid. If we pay them, we will add the fee to your invoice.
- 4.4 Delivery, postage, packaging and handling or other related charges shall be charged in addition.
- 4.5 All quotes will be valid for 30 days from the date of quotation, unless otherwise specified.
- 4.6 All invoices must be paid within 30 days (unless otherwise agreed in writing) from date of issue, in the currency specified on the invoice.
- 4.7 All payments shall be made without any deduction whether by way of off-set, counterclaim, discount, abatement or otherwise.
- 4.8 If you are late in making payment, we may suspend delivery, cancel the contract, reject future orders, and charge a late-payment charge, from the date due until paid, at the rate of 12% per year (or pro rata per month) or, if less, the maximum amount allowed by law. You agree to pay this late charge when demanded along with any additionally incurred collection fees.

5. Product Use and Restrictions

- 5.1 Products must be used as per instructions. You are solely responsible for making sure that the way the product is used complies with applicable laws, regulations and government policies.
- 5.2 It is solely your responsibility to ensure that the products are suitable for your particular use.
- 5.3 The customer must disclose to 3CR Bioscience in writing if the products are required in connection with actual or contemplated civil or criminal proceedings. A report must not be used for the purpose of any actual or contemplated legal or arbitration proceedings without 3CR Bioscience's prior written consent.
- 5.4 The product is intended for use by the purchaser and as such cannot be supplied to or shared with a third party without prior agreement, in writing with 3CR Bioscience.

6. Custom Products

- 6.1 If you ask us to manufacture a custom product, we may decline the design or manufacture of such custom product, at any stage of the design or manufacture process, if the custom product is unsuitable or commercially impractical to be manufactured that way. If that is the case, we will notify you as soon as possible and you will not be liable to pay any fees for expenses incurred by us in connection with the declined product.
- 6.2 By committing an order for a custom product, you agree that you have provided us with all information that you are aware of regarding any biological, radiological and chemical hazards associated with the handling, transport or exposure of materials you supply to us.

7. Intellectual Property

- 7.1 The customer acknowledges that all Intellectual Property (IP) rights relating to our products are solely and exclusively owned by 3CR Bioscience.

- 7.2 Sales of products to the customer only grants you a limited, non-transferable right under such IP, for only you to use the quantity of products that you bought from us only for your internal research purposes.
- 7.3 The customer has no right to resell or share any of our products or their components with a third party.
- 7.4 Unless stated in writing from 3CR Bioscience, we provide no rights to use our products in commercial applications of any kind. If you require commercial rights to any of our products, contact 3CR Bioscience directly to discuss a commercial license.
- 7.5 The customer may not use, exploit, divulge or disclose to third parties, any 3CR Bioscience IP which may be communicated to or gained by the customer in connection with or as a result of collaboration with 3CR Bioscience or from goods provided by 3CR Bioscience.
- 7.6 3CR Bioscience and the customer shall each indemnify and keep indemnified the other against all liability incurred by the other arising out of or in connection with any claim alleging infringement or misuse of a third party's IP. This indemnity does not apply to claims that arise based on;
- i. the customers failure to comply with the contract
 - ii. the customers failure to acquire any applicable Additional Rights
 - iii. products that 3CR Bioscience made, assembled or labelled in reliance on the customers instructions, specifications, or other directions
 - iv. the customers use or resale of products
 - v. modifications made by the customer or a third party
- 7.7 3CR Bioscience wishes to avoid claims of IP infringement. If we believe a product may be subject to a claim, you will allow us to either provide a suitable alternative or to refund the purchase price you paid and have the goods returned to us.

8. Force Majeure

- 8.1 Should delivery of goods be prevented or hindered by any reason outside of the reasonable control of 3CR Bioscience (e.g. governmental action, war or national emergency, acts of god, acts of terrorism, fire, explosions, flood, epidemic, labour disputes, delays affecting shipping, etc...), the contract may be cancelled by notice in writing from 3CR Bioscience to the customer, so far as it relates to goods not yet delivered and such cancellation shall not give rise to any claims by the customer.

9. Limitations of liability

- 9.1 To the maximum extent permitted by applicable law, we will not be liable under any legal theory for any indirect, special, incidental, punitive, multiple, exemplary or consequential damages that the customer might incur under the contract, or that may arise from or in connection with our products or services, even if we had notice of the possibility of such damages. In addition, our maximum aggregate liability arising out of or in connection with the contract, or any product or service, is limited to the amount you paid to us for the product or service purchased. However, these provisions do not limit our liability for death or personal injury caused by our negligence or fraud, fraudulent misrepresentation or any other liability that cannot be excluded by law.