

1. Terminology

The "Company" shall mean GeneFirst Limited. The "Goods" are products supplied by the "Company". The "Buyer" means the person or organisation to which the Company has contracted to supply Goods. Headings are given for ease of reference only and shall not affect the products described. References to individuals shall be treated as applying to corporations and vice versa.

2. Contract Conditions

These conditions shall apply to every sale made or agreed to be made by the Company. They shall govern each contract defined as an agreement to sell, either by acknowledgment of the Buyer's order, or by the dispatch of the Goods requested. These Conditions cannot be varied or waived except with an expressly written approval of the Company. Any conditions submitted by the Buyer, in whatever form, are expressly waived and excluded except where written agreement is given by the Company in exceptional cases.

3. Contract Cancellation

The Buyer may not cancel the contract without written agreement of the Company. If this is given, the Buyer shall indemnify the Company against all losses, damage, claims or action arising as a result of such cancellation.

4. Changes to Contract

After accepting an order, the Company may make modifications to the Goods without informing the Buyer, it being understood that such modifications are improvements, not adversely affecting the performance of the Goods.

5. Prices

The price of the Goods does not include the following items: Packaging, delivery, insurance and taxes, duties and other impositions, all of which shall be borne by the Buyer. The Company shall not modify prices before delivery to the Buyer, except to reflect additional costs resulting from any alteration or addition to the Buyer's requirements.

6. Payment Terms

Payment shall be made in full in the currency invoiced, within 30 days from the date of the invoice.

In the event of late payment, the Company reserves the right to: Suspend all further deliveries until payment has been made or cancel the contract with respect to Goods still to be delivered. In either case this shall not prevent recourse to other rights or remedies available to the Company.

7. Returns

Owing to the temperature requirements of our products, the quality of returned goods cannot be guaranteed. Consequently, we regret that we cannot accept returned goods in the event of a purchasing error.

8. Delivery

Delivery is on an ex-factory basis. After delivery, the Goods shall be solely the Buyer's risk in respect of loss or damage arising from any cause.

Where delivery of any product requires an Export Licence or other authorisation before shipment, the Company shall not be responsible for delivery delays resulting from a delay in the granting, or refusal of, such authorization.

9. Limited Product Warranty

The Company warrants that its products will conform to the standards stated in its product specification sheets in effect at the time of shipment. The Company will replace free of charge any product that does not conform to the specifications. This warranty limits the Company's liability only to the replacement of the product. This warranty is exclusive and the Company makes no other warranty, expressed or implied, including without limitation any implied warranty of marketability or fitness for a particular purpose. The stated express warranties and the remedy provided for breach thereof, are in lieu of all other liability or obligations of the Company for any damages whatsoever, arising out of or in connection with the delivery, or the inability to use any of its products. In no event shall the Company be legally liable in the basis of contract, negligence, strict liability in tort, or warranty of any kind for any indirect, special, incidental, consequential or exemplary damages (including but not limited to lost profits). Without limiting the effect of the preceding sentence, the Company's maximum liability, if any, shall not exceed the purchase price paid by the Buyer for the product.

10. Patent Disclaimer

Unless explicitly stated, no license or immunity under any patent is either granted or implied by the sale of any of our products. The Company does not warrant that the resale or use of its products delivered will not infringe the claims of any patents, trademarks or copyright covering use of the product itself, or its use in combination with any other products, or its use in the operation of any process. Furthermore, the purchaser assumes all risks of patent, trademark or copyright infringement associated with any such use, combination or operation.

11. Claims and Liability

To the extent permitted by law, all conditions, warranties or obligations expressed or implied by statute, common law or otherwise are excluded and replaced by the provisions of these conditions.

No claim under the Warranty (see Condition 9) will be met if, in the opinion of the Company: The defect is not due solely to defective materials or manufacture. The Goods have been misused, treated with carelessness, contaminated, involved in an accident or dealt with in a manner at variance with the Company's directions.