



General Terms and Conditions of Sale

1. Interpretation

1.1. Definitions. In these Conditions, the following definitions apply:

Business Day: a day (other than a Saturday, Sunday, or public holiday) when banks in London are open for business.

Conditions: the terms and conditions set out in this document as amended from time to time in accordance with clause 12.6.

Contract: the contract between the Supplier and the Customer for the sale and purchase of the Goods in accordance with these Conditions.

Customer: the person or firm who purchases the Goods from the Supplier.

Force Majeure Event: has the meaning given in clause 11.

Goods: the goods or services (or any part of them) set out in the Order.

Order: The Customer's order for the Goods, as set out in the Customer's purchase order form.

Supplier: Micron Bio-Systems Ltd (registered in England and Wales with company number 03423831).

Mycocheck™ is a trading name of Micron Bio-Systems Ltd., operating to provide mycotoxin analysis.

1.2. Construction. In these Conditions, the following rules apply:

1.2.1. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.2.2. A reference to a party includes its personal representatives, successors or permitted assigns.

1.2.3. A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

1.2.4. Any phrase introduced by the terms including, include, in particular, or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

1.2.5. A reference to writing or written includes faxes and e-mails.

2. Basis of Contract

2.1. These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.2. The Order constitutes an offer by the Customer to purchase the Goods in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Order submitted by the Customer are complete and accurate.

2.3. The Order shall only be deemed to be accepted when the Supplier issues a written acceptance of the Order, or, in the absence of such written acceptance, when the Supplier delivers the Goods to the Customer, at which point the Contract shall come into existence.

2.4. The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of the Supplier which is not set out in the Contract.

2.5. Any samples, descriptive matter, or advertising produced by the Supplier and any descriptions or illustrations contained in the Supplier's catalogues, brochures and website are produced for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract or have any contractual force.

2.6. A quotation for the Goods given by the Supplier shall not constitute an offer. A quotation shall only be valid for a period of 20 Business Days from its date of issue.

3. Goods

3.1. The Goods are described on the Supplier's website or as otherwise modified by agreement in writing.

3.2. The Supplier reserves the right to amend the specification of the Goods if required by any applicable statutory or regulatory requirements.

4. Delivery

4.1. Delivery dates and turnaround times are estimates and do not constitute a commitment by the Supplier. Nevertheless, the Supplier shall make commercially reasonable efforts to meet the estimated deadlines.

4.2. Analysis results shall be delivered by e-mail or other electronic means, unless otherwise agreed, to the customer or individual named in the Order, promptly after analysis has been completed.

4.3. Where a sample has been submitted for analysis by a third party on behalf of a customer, analysis results shall only be returned to the customer, and not the third party.

5. Title and Risk

- 5.1. Title to the Goods shall not pass to the Customer until the Supplier receives payment in full (in cash or cleared funds) for the Goods and any other goods that the Supplier has supplied to the Customer in respect of which payment has become due, in which case title to the Goods shall pass at the time of payment of all such sums.
- 5.2. All samples become the property of the Supplier upon receipt.
- 5.3. Even after full payment has been received, the Supplier shall retain the right to store, use, and publish all analysis results in a form that does not identify the customer.
- 5.4. The Supplier shall retain the right to release Customer and analysis data where required to do so by law. Unless prohibited by law, the Customer shall be informed of the information shared.
- 5.5. Where a referral code has been supplied to the Customer, and subsequently used by the Customer during an order, the Supplier may share details of the sample, including test results, with the Distributor or party that provided the Customer with the referral code.

6. Price and Payment

- 6.1. The price of the Goods shall be the price set out in the Order, or if no price is quoted, the price set out in the Supplier's published price list in force as at the date of ordering.
- 6.2. The Supplier may, by giving notice to the Customer at any time before delivery, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to:
 - 6.2.1. any factor beyond the Supplier's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
 - 6.2.2. any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the specification; or
 - 6.2.3. any delay caused by any instructions of the Customer or failure of the Customer to give the Supplier adequate or accurate information or instructions.
- 6.3. The price of the Goods is exclusive of insurance and transport of the Goods, which shall be invoiced to the Customer accordingly.
- 6.4. The price of the Goods is exclusive of amounts in respect of value added tax (VAT), import duties and any other local taxes that may be due. The Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Goods.
- 6.5. The Supplier may invoice the Customer for the Goods on or at any time after the completion of delivery.
- 6.6. The Supplier is entitled to request full payment of the order price as a condition of acceptance.
- 6.7. The Customer shall pay the invoice in full and in cash or cleared funds within 30 Business Days of the date of the invoice, unless stated otherwise on the invoice. Payment shall be made to the bank account nominated in writing by the Supplier. Time of payment is of the essence.

- 6.8. If the Customer fails to make any payment due to the Supplier under the Contract by the due date for payment, then the Customer shall pay interest on the overdue amount at the rate of 8% per annum above Barclays Bank plc's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.
- 6.9. The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). The Supplier may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.

7. Customer Obligations

- 7.1. Samples submitted for analysis must be in a condition that makes the analysis and preparation of reports and certificates possible without excessive difficulty.
- 7.2. The Customer must ensure that samples submitted do not pose any danger to any personnel that may come into contact with it, including delivery, administration, and laboratory staff.
- 7.3. If upon arrival, and in the sole opinion of the Supplier, samples are deemed unsuitable for analysis, for example due to excessive contamination, compromised packaging, or damage, the Supplier may terminate or interrupt the order.
- 7.4. The Customer shall bear all responsibility for compliance with regulations relating to labelling, packaging, and transportation of samples.
- 7.5. At the request of the Supplier, the Customer must provide the exact composition of any sample.

8. Sample Storage and Retention

- 8.1. The Supplier may dispose of or destroy samples immediately once results have been delivered to the Customer, unless terms of retention have been agreed in writing between the Supplier and the Customer.
- 8.2. If the Customer requests any unused sample to be returned to them, the Customer shall bear all risks and costs associated with packaging and transport.

9. Termination and Suspension

- 9.1. If the Customer becomes subject to any of the events listed in clause 9.2, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer.
- 9.2. For the purposes of clause 7.1, the relevant events are:
 - 9.2.1. the Customer suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) has any partner to whom any of the foregoing apply;

- 9.2.2. the Customer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;
- 9.2.3. (being a company) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Customer, other than for the sole purpose of a scheme for a solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of the Customer;
- 9.2.4. (being a company) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Customer;
- 9.2.5. (being a company) the holder of a qualifying floating charge over the Customer's assets has become entitled to appoint or has appointed an administrative receiver;
- 9.2.6. a person becomes entitled to appoint a receiver over the Customer's assets or a receiver is appointed over the Customer's assets;
- 9.2.7. (being an individual) the Customer is the subject of a bankruptcy petition or order;
- 9.2.8. a creditor or encumbrancer of the Customer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
- 9.2.9. any event occurs, or proceeding is taken, with respect to the Customer in any jurisdiction to which it is subject that
- 9.2.10. has an effect equivalent or similar to any of the events mentioned in clause 9.2.1 to clause 9.2.6 (inclusive);
- 9.2.11. the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business;
- 9.2.12. the Customer's financial position deteriorates to such an extent that in the Supplier's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; and
- 9.2.13. (being an individual) the Customer dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation.
- 9.3. Without limiting its other rights or remedies, the Supplier may suspend provision of the Goods under the Contract or any other contract between the Customer and the Supplier if the Customer becomes subject to any of the events listed in clause 9.2.1 to clause 9.2.12, or the Supplier reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Contract on the due date for payment.
- 9.4. On termination of the Contract for any reason the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest.
- 9.5. Termination of the Contract, however arising, shall not affect any of the parties' rights, remedies, obligations and liabilities that have accrued as at termination.
- 9.6. Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.
- 10. Limitation of Liability**
- 10.1. Nothing in these Conditions shall limit or exclude the Supplier's liability for:
- 10.1.1. death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
- 10.1.2. fraud or fraudulent misrepresentation;
- 10.1.3. breach of the terms implied by section 12 of the Sale of Goods Act 1979;
- 10.1.4. defective products under the Consumer Protection Act 1987; or
- 10.2. Subject to clause 10.1:
- 10.2.1. Supplier shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and
- 10.2.2. the Supplier's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price of the Goods.
- 11. Force Majeure**
- 11.1. Neither party shall be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by a Force Majeure Event. A Force Majeure Event means any event beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), failure of energy sources or transport network, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default of suppliers or subcontractors.
- 12. General**
- 12.1. Assignment and other dealings.
- 12.1.1. The Supplier may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.
- 12.1.2. The Customer may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of the Supplier.

12.2. Notices

- 12.2.1. Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, commercial courier, fax or e-mail.
- 12.2.2. Notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 12.2.1; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or e-mail, one Business Day after transmission.
- 12.2.3. The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.
- 12.3. Severance. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.
- 12.4. Waiver. A waiver of any right or remedy under the Contract or law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 12.5. Third party rights. A person who is not a party to the Contract shall not have any rights to enforce its terms.
- 12.6. Variation. Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is in writing and signed by the Supplier.
- 12.7. Governing law. The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of England and Wales.
- 12.8. Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).
- 12.9. Complaints. A copy of the current complaints procedure will be made available to the Customer upon request.