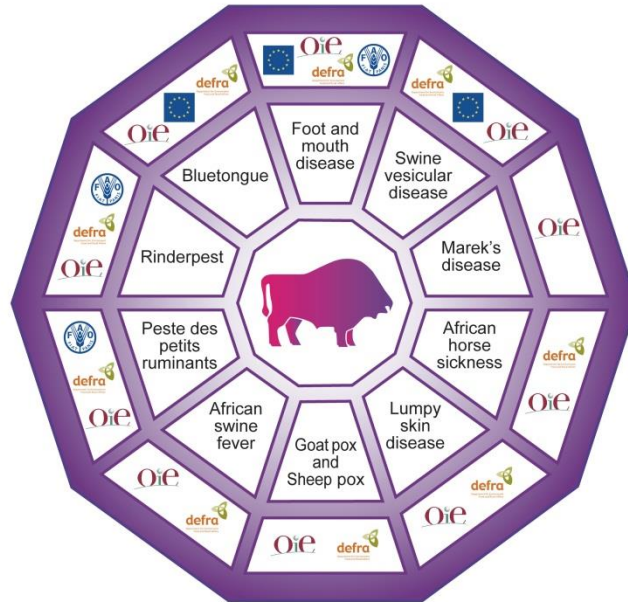






Reference Laboratories at The Pirbright Institute



	WRL = World reference laboratory of FAO
	RRL = Regional reference laboratory of OIE
	EURL = Community reference laboratory of EU
	DEFRA = UK reference laboratory

Diagnostic Services and Product Price List

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Last updated October 2014

CONDITIONS OF SALE

1.0 DEFINITIONS AND INTERPRETATION

1.1. In these Conditions of Sale the following terms shall have the following meaning:

'BACS' shall mean Bankers Automatic Clearing System.

'Catalogue' shall mean The Pirbright Institute (TPI) publications entitled '*Kits and Reagents Price List*' and '*Diagnostic Service Price List*' of which these Conditions form part.

'Clients' shall mean any person who places an order for Products or services and shall include UK and Overseas Clients.

'Conditions' shall mean the terms and conditions of sale set out in this Catalogue and any special terms and conditions agreed in writing by TPI.

'EC Client' shall mean any Client whose principle place of business or registered office is in a member state of the European Union (EU) other than the UK.

'Incoterms' shall mean the Ex Works (EXW) terms of Incoterms 1990.

'Overseas Client' shall mean any Client whose principle place of business or registered office is outside the UK (and for the avoidance of doubt shall include an EU Client unless otherwise stated).

'Products' shall mean products and diagnostic services listed in this Catalogue and any products supplied to a specification agreed in writing by TPI with the Client.

'DDT' shall mean Diagnostic Development Team whose address is:

Diagnostic Development Team
The Pirbright Institute
Ash Road, Pirbright
Woking, Surrey, GU24 ONF
United Kingdom
Tel: + 44 (0) 1483 24.252441
Fax: + 44 (0) 1483 24.252621

'TPI' shall mean The Pirbright Institute, the registered office of which is at Ash Road, Pirbright, Woking, Surrey GU24 ONF.

'UK' shall not for the purposes of these Conditions include the Channel Islands but shall include the Isle of Man and Northern Ireland.

'UK Client' shall mean any Client whose principle place of business or

registered office is in the UK.

'VAT' shall mean Value Added Tax

- 1.2. Words denoting the singular shall include the plural and vice versa and words denoting any gender shall include both genders, whenever the context so admits.
- 1.3. All headings are for ease of reference only and shall not affect the construction of these Conditions.

2. CONDITIONS APPLICABLE

- 2.1. These Conditions shall apply to all contracts for the sale of products by TPI to the Client to the exclusion of all other terms and conditions including any terms and conditions which the Client may purport to apply under any purchase order, confirmation of order or similar document.
- 2.2. All orders for Products shall be deemed to be an offer by the Client to purchase Products pursuant to these conditions.
- 2.3. Acceptance of delivery of the Products shall be deemed conclusive evidence of the Client's acceptance of these conditions.
- 2.4. Any variation to these conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by TPI.

3. ORDERS

- 3.1. All orders must be sent to the DDT and must:
 - 3.1.1. Identify all Products using the Catalogue description of the Products;
 - 3.1.2. In the case of Products to be supplied to specification, be accompanied by the proposed specification;
 - 3.1.3. Contain the full name and address of the Client for delivery (and for the invoice where this is different) including telephone, fax number and e-mail address;
 - 3.1.4. As regards UK Clients, where the approval of the Ministry of Agriculture, Fisheries and Food is required pursuant to Condition 9.5, be accompanied by the requisite approval;
 - 3.1.5. In the case of Overseas Clients, be accompanied with all

necessary import licences and approvals or other consents (including import documents for Products classified as live and infectious as may be required to enable the Products to be imported into the Client's country).

- 3.2. Orders shall only be met if and when Conditions 3.1 is fully complied with and if they are submitted in the name of a company, firm or other corporate body. Orders from individuals cannot be accepted unless they represent one of the said bodies.
- 3.3. Orders may be placed at the DDT by telephone. However orders shall not be despatched until confirmation of the telephone order has been received by DDT in writing by letter or fax and marked 'Confirmation of telephone order'. Order numbers must be quoted on all correspondence.

4. PRICES

- 4.1. The price payable by the Client is the price prevailing at the date of despatch, in accordance with TPI latest Price Lists, unless a written quotation has been provided by TPI.
- 4.2. All prices are exclusive of VAT.
- 4.3. VAT shall be added to orders from UK Clients at the rate prevailing at the date of the invoice.
- 4.4. Unless EU Clients provide a VAT registration number with their orders, VAT shall be added to EU orders at the rate prevailing in the UK at the date of invoice.
- 4.5. VAT shall not be charged on exports from the UK to Overseas Clients who are not EU Clients.
- 4.6. All and any import duties, value added taxes or other charges of whatever nature leviable or chargeable on the goods on importation into the country of destination shall be paid by the Overseas Client.
- 4.7. Delivery costs are not included in the prices in this Catalogue, and shall be charged at cost.
- 4.8. TPI reserves the right to amend prices without prior notification.

5. PAYMENT

- 5.1. Payment shall be made by the Client immediately on receipt of the invoice, in sterling.
- 5.2. Payment may be made:

- 5.2.1. by bankers order or cheque drawn on a UK clearing bank made payable to 'The Pirbright Institute'- or by BACS.
- 5.3. If payment is made by cheque, cheques must show the UK Bank Sort Code. If payment is made by BACS, a remittance advice should be sent by the Client to DDT.
- 5.4 TPI reserves the right in respect of any order to clear payment before despatch of the Products, or completion of the diagnostic service.
- 5.5 Time of payment shall be of the essence.

6. PROPERTY

- 6.1. Property in each of the Products sold or agreed to be sold by TPI shall not pass to the Client until full payment of the invoice price of that Product has been received by TPI.

7. RISK

- 7.1. Notwithstanding that the property in the Products may not have passed to the Client by virtue of the provisions of Condition 6, the risk in the goods shall pass:

- 7.1.1. to UK Clients on delivery of the goods;

- 7.1.2. to Overseas Clients in accordance with the Incoterms.

- 7.2 Incoterms are hereby incorporated into these Conditions of Sale and shall apply to sales with Overseas Clients, except to the extent they are modified by these Conditions. In the event of any conflict between these Conditions and the Incoterms, these Conditions shall prevail.

8. INSURANCE

- 8.1. The insurable risk in the Products shall pass to the UK Client as soon as the goods are delivered to him or to his order in the case of a UK Client and in the case of an Overseas Client as soon as the Products have been delivered to the carrier in accordance with the Incoterms and pending disposal the Client shall keep the Products insured in the amount of the price at which the Products are sold to the Client against all insurable risks. If goods are destroyed by an insured risk prior to the same being paid for by the Client, the Client shall receive the proceeds of any such insurance as trustee for TPI.

9. THE PRODUCTS

- 9.1. The quantity and description of the Products shall be as set out in this Catalogue and in any documentation accompanying the Products.
- 9.2. The description of the Products differentiates between those Products intended for use in *in vitro* diagnostics, research, manufacturing or quality control testing and those Products intended for use in *in vivo* diagnostic procedures or disease prophylaxis.
- 9.3. TPI warrants that the Products will at the time of delivery correspond to the description given by TPI.
- 9.4. Products shall be accompanied by documentation.
- 9.5. Where TPI supplied Products to specification agreed in writing by TPI with the Client, the Products shall conform to such specification.
- 9.6. Products are supplied on the basis that the Client is responsible for determining the suitability of the Products for the purposes for which the Client intends to use them. Some of the Products TPI are able to supply require proper precautions to be taken and the Client must ensure that any regulations relating to the storage, handling or usage of the Products are complied with.
- 9.7. The Products listed in this Catalogue are not intended for human consumption. The Client must take proper precautions against accidental ingestion or inhalation of any substances.
- 9.8. The Products are not intended for incorporation into pharmaceutical preparations and must not be used as cosmetics, agricultural or pesticidal products, food additives or household chemicals.

10. INTELLECTUAL PROPERTY

- 10.1. The specification and design of the Products (including the copyright, design right or other intellectual property in them) shall as between the parties be the property of TPI. Where any specification or design has been supplied by the Client for manufacture by or to the order of TPI, then the Client warrants that the use of those designs or specifications for the manufacture, processing, assembly or supply of the Products shall not infringe rights (including copyright, patent trade-mark, registered or unregistered design, know-how or similar rights) of any third party and the Client shall indemnify TPI against all claims, damages, costs and expenses arising out of the infringement of such rights.

11. TRADEMARKS

11.1. No trademark or name carried on any of the Products shall be erased or removed without prior written consent of TPI.

12. RETURNS

12.1. Products shall not be accepted for return without the prior written approval of TPI on terms and conditions to be determined at the absolute discretion of TPI.

12.2. If the Client has any complaint in connection with the Products, the Client shall inform the DDT or reference laboratory of his complaint in writing within three (3) days of receipt of the Products and the Client shall retain such Products for inspection by TPI.

12.3. Without prejudice to the other provisions of these Conditions, TPI may in its absolute discretion give consideration to any complaint made by the Client and may arrange for the Products to be replaced or for suitable allowances to be made. Any such replacements or allowances shall be made purely as a gesture of goodwill, and shall in no way be construed as an acceptance of liability by TPI.

12.4. Products returned without the prior written approval of TPI may at TPI's absolute discretion be returned to the Client or stored at the Client's cost without prejudice to any rights or remedies TPI may have.

13. WARNING - LIVE AND INFECTIOUS PRODUCTS

13.1. The Client is warned that some of the Products are infectious, as indicated in the catalogue.

13.2. Accordingly the Client shall ensure that:

13.2.1. He has the necessary technical skills to determine the appropriateness of the Products for the proposed application;

13.2.2. All necessary precautions are taken when handling live infectious Products.

13.2.3. Full operator safety precautions are observed when handling Products which may be infectious to humans;

13.2.4. Operators are fully informed as to the nature of the Products which they are handling;

13.2.5. Instructions in this Catalogue and any product documentation for storage, use and safe disposal of the Products are carried out.

14. LIABILITY

14.1. All terms, conditions and warranties (whether oral or written, express or implied by statute or common law or otherwise) whether by TPI or its servants or agents or otherwise (other than express warranties set out in these Conditions) relating to the quality and/or fitness for purpose of the Products or any of the Products are excluded.

14.2. In any event, and notwithstanding anything contained in these Conditions, in no circumstances shall TPI be liable to contract, tort (including negligence or breach of statutory duty) or otherwise howsoever, and whatever the cause thereof, for:-

14.2.1. any increased costs or expenses, and/or

14.2.2. any loss of profit, business, contracts, revenues, or anticipated savings, and/or

14.2.3. for any special direct or consequential damage of any nature whatsoever.

14.3. In any event, and notwithstanding anything contained in these Conditions, TPI's liability in contract, tort (including negligence or breach of statutory duty) or otherwise howsoever, and whatever the cause thereof, arising by reason of or in connection with this contract shall be limited to the invoice price of the Product.

14.4. Without prejudice to the generality of Conditions 14.2 and 14.3, in no circumstances shall TPI be liable in contract, tort (including negligence) or otherwise howsoever for any loss or damage of any kind whatever arising from:

14.4.1. the use of the Products by the Client; and/or

14.4.2. the inaccuracy of results obtained from the Products; and/or

14.4.3. the failure of the Client to observe the warnings contained in Condition 13

14.5. The Client shall indemnify TPI against all actions, proceedings, claims, or demands in any way connected with the contract brought or threatened against the Client by a third party except to the extent that TPI is liable to the Client under these Conditions.

14.6. Each of the foregoing Conditions 14.1 to 14.5 is to be construed as a separate limitation (applying and surviving even if for any reason one or other of the said Conditions is held inapplicable or unreasonable in any circumstances) and shall remain in force notwithstanding completion of the contract to which these Conditions relate.

15. DELIVERY

15.1. Whereas every effort shall be made to meet any time, date or period named for delivery or completion of tests, any such time, date or period is an estimate only and TPI shall not be liable for any damage or loss of any nature whatsoever (including loss or damage in transit) whether arising directly or indirectly out of delay in delivery or completion of tests unless such delay is substantial and can be proved to result from the negligence of TPI and such late despatch of delivery or completion of tests will not entitle the Client to rescind the contract.

15.2. TPI reserves the right to make delivery of goods by instalments and to tender a separate invoice for each instalment setting out the invoice price for each instalment. Payment for any such instalment must be made in accordance with Condition 5 and any delay in the delivery of any instalment shall not entitle the Client to refuse to accept delivery of further instalments.

16. LOSS IN TRANSIT

16.1. TPI shall not be liable for any loss or damage whatever of Products in transit, unless it can be proved to result from the negligence of TPI

17. IMPORT DOCUMENTS

17.1. The Overseas Client shall be responsible for obtaining and maintaining in force all necessary import licences and approvals or other consents (including import documents for Products classified as live and infectious Products) as may be required to enable the Products to be imported into the Client's country.

18. STORAGE

18.1. Where despatch of goods is delayed at the Client's request or by reason of the Client's failure to give proper instructions as to delivery, TPI shall be entitled to arrange storage either at its own works or elsewhere and all charges or storage insurance shall be paid by the Client.

19. CANCELLATION BY CLIENT

19.1. Then a contract has been made between TPI and the Client, the Client shall not be entitled to cancel the contract except with the prior written consent of TPI and on terms which will indemnify TPI against all loss or damage whether direct or indirect.

20. CANCELLATION BY TPI

20.1. TPI may cancel this contract at any time before the Products are delivered by given written notice. On giving such notice, TPI shall promptly repay to the Client any sums paid in respect of the Price.

21. NOTICES

21.1. Any notices given under or pursuant to these Conditions shall be in writing and sent by hand or by first-class post or registered post or by recorded delivery or transmitted by facsimile if so sent or transmitted to TPI, or such other address as TPI may from time to time notify to the Client, and to the Client at its registered office or principal place of business, shall be deemed effectively given on the day when the ordinary course of the means of transmission it would first be received by the addressee in normal business hours.

21.2. A party shall not attempt to prevent or delay the service on it of a notice under these Conditions.

22. FORCE MAJEURE

22.1. Neither party shall be liable for delay in performing or failure to perform obligations if the delay or failure results from any industrial dispute, Act of God, war, civil commotion, legislation, inability to obtain supplies, raw materials, equipment or transportation, inability to obtain any necessary import or export licences or other consents or approvals of any governmental authority, or any other cause or circumstances whatsoever beyond its control.

22.2. Such delay or failure shall not constitute a breach of contract and the time for performance shall be extended by a period equivalent to that during which performance is so prevented provided that if such delay or failure persists for more than six (6) months nothing in this Condition 22.2 shall be taken to limit or prevent the exercise by TPI of its rights of cancellation under Condition 20.

23. SUB-CONTRACTING

23.1. TPI may licence or sub-contract all or any part of its rights and obligations under this contract without the Client's consent.

24. WAIVER

24.1. No waiver or forbearance by TPI (whether express or implied) in enforcing any of its rights under this contract shall prejudice its right to do so in the future.

25. SEVERANCE

25.1. Any provision in these Conditions which is or may be void or unenforceable shall to the extent of such invalidity or unenforceability be deemed severable and shall not affect any other provision of these Conditions.

26. PROPER LAW

26.1. These Conditions shall be governed by and construed in accordance with English Law.

27. JURISDICTION

27.1. All disputes arising out of this contract shall be subject to the exclusive jurisdiction of the English courts. This Condition is for the sole benefit of TPI and shall not be construed so as to limit the rights of TPI to take proceedings against the Client in any court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not.