

PEPROTECH EC LTD TERMS AND CONDITIONS OF SALE

1. BASIS OF THE SALE

All the Seller's products are purchased subject to the following terms and conditions of sale. These terms and conditions form the whole agreement between:

PeproTech EC Ltd (the "Seller"); and

the person(s) who buy products from the Seller (the "Purchaser").

These terms and conditions of sale shall not be removed or varied in any way. No other express terms or conditions, whether written or oral, shall be incorporated into the contract between the Seller and the Purchaser (together, the "Parties") without the express written consent of the Seller.

2. ORDERS AND SPECIFICATIONS

2.1 All offers or quotations by the Seller in respect of its products are made without obligation and subject to prior sale unless expressly agreed otherwise.

2.2 Purchase orders constitute an offer by the Purchaser to purchase products in accordance with these terms and conditions and are accepted only when the Seller issues a written order confirmation or invoice in respect of the same.

2.3 Any order of the Seller's products by the Purchaser implies full acceptance of these terms and conditions of sale, which prevail over all other terms and conditions.

2.4 The Purchaser shall be responsible to the Seller for ensuring the accuracy of any orders submitted by the Purchaser.

2.5 The Purchaser may only return products to the Seller at the Purchaser's expense if the Purchaser returns the products within thirty (30) days from the date of delivery under clause 5.1, subject to:

2.5.1. obtaining prior written agreement from the Seller; and

2.5.2. payment of forty percent (40%) of the list price of the returned products.

2.6 Any claim by the Purchaser which is based on any defect in the quality or condition of the products or their failure to correspond with specification shall (whether or not delivery is refused by the Purchaser) be notified to the Seller within 7 days from the date of delivery or, where the defect or failure was not apparent on reasonable inspection, within a reasonable time after discovery of the defect or failure. If delivery is not refused, and the Purchaser does not so notify the Seller, the Purchaser shall not be entitled to reject the products and the Seller shall have no liability for such defect or failure, and the Purchaser shall be bound to pay the price due as if the products have been delivered for all purposes in accordance with the relevant contract.

2.7 Where any valid claim in respect of any of the products which is based on any defect in the quality or condition of the products or their failure to meet specification is notified to the Seller in accordance with these terms and conditions, the Seller shall be entitled to replace the products (or the part in question) free of charge or, at the Seller's sole discretion, refund to the Purchaser the price of the products (or a proportionate part of the price), but the Seller shall have no further liability to the Purchaser, except in respect of death or personal injury caused by the Seller's negligence.

3. PRODUCTS

3.1 All the Seller's products are sold for research use only. They are not to be administered to humans or used in diagnostic or therapeutic procedures.

3.2 The Purchaser agrees to comply with the provisions of applicable national and regional and local statutes, rules, regulations, ordinances and orders in any use which they may make of the Seller's products.

4. PRICE OF THE PRODUCTS

4.1 The price of the products shall be the Seller's quoted price or, where no price has been quoted, the price listed on the Seller's published price list current at the date of the Purchaser's order.

4.2 The Purchaser shall bear the costs of any customs duties, taxes, fees or other public charges.

5. DELIVERY AND PASSING OF RISK

5.1 The Seller will deliver the products to the Purchaser's address and delivery is completed on completion of the unloading of the products at such location.

5.2 Risk in the products passes to the Purchaser on completion of delivery under clause 5.1.

5.3 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. The Seller shall not be liable for any delay in delivery of the products that is caused by an event, circumstance or cause beyond the Seller's reasonable control or by the Purchaser's failure to provide the Seller with adequate delivery instructions or any other instructions that are relevant to the supply of the products.

6. PAYMENT

6.1 The Purchaser must pay the price of the products within thirty (30) days of the date of the Seller's invoice.

6.2 If the Purchaser fails to pay the price for any of the products in accordance with clause 6.1, the Seller shall be entitled to:

6.2.1. charge the Purchaser interest on the price outstanding at the rate of 1.5 percent per month; and / or

6.2.2 cancel or suspend any further deliveries to the Purchaser until actual payment of the price outstanding is made.

6.3 All costs incurred by the Seller in recovering amounts owed by the Purchaser shall be borne by the Purchaser, including, without limitation, all reasonable legal costs and other costs of recovery.

6.4 All amounts due under these terms and conditions shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

7. RETENTION OF TITLE

7.1 Notwithstanding the earlier passing of risk, title in the products shall remain with the Seller, and shall not pass to the Purchaser, until the Seller has received in cash or cleared funds the whole of the price of the products.

8. WARRANTIES AND LIABILITY

8.1 The Seller warrants to the Purchaser that the products sold substantially conform to specifications provided with delivered products and are free from material defects. This warranty does not extend to any product which, after delivery, has been handled or altered in any way by personnel other than the Seller's employees or to any product which has been handled in a manner contrary to instructions included in the product documentation.

8.2 The Seller makes no warranty as to the products' suitability for the Purchaser's particular use; suitability for use must be determined by the Purchaser and user of the products.

8.3 Except in respect of death or personal injury caused by the Seller's negligence, the Seller shall not be liable to the Purchaser by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the contract between the Parties, for any indirect, special or consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims whatsoever (whether caused by the negligence of the Seller, its employees or agents or otherwise) which arise out of or in connection with the supply of products or their use or resale by the Purchaser, and the entire liability of the Seller under or in connection with the contract between the Parties shall not exceed the price of the products, except as expressly provided in these terms and conditions.

8.4 The Seller is not responsible for patent infringements or other intellectual property violations which may occur in the use of the products.

9. RIGHTS OF THE SELLER

9.1 The Seller reserves the right to discontinue sales of any product or to change product descriptions and / or formulations and / or specifications at any time without notice to the Purchaser.

9.2. The Seller reserves the right to assign, without permission, under any circumstances, in whole or in part, to any person, partnership, firm, corporation, or government agency or entity, any rights which may inure to it as a result of its sale of products.

10. ENTIRE AGREEMENT

10.1 A contract made between the Parties pursuant to these terms and conditions of sale constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

11. JURISDICTION

11.1. A contract made between the Parties pursuant to these terms and conditions of sale, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales, and the Purchaser irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with such contract or its subject matter or formation.

12. GENERAL

12.1 If any provision of these terms and conditions is held by any competent authority to be invalid, illegal or unenforceable in whole or in part, the validity of the other provisions of these terms and conditions and the remainder of the provision in question shall not be affected.

12.2 Any reference in these terms and conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

12.3 The headings in these terms and conditions are for convenience only and shall not affect their interpretation.