

AnatoPath Limited

Address: The Haven, London Road, Darsham, Suffolk. IP17 3QL. UK.

Telephone: +44 (0) 1728 668188.

Email: sales@anatopath.uk

UK VAT Number: 292 2293 94

UK Registration Number: 10472602

Terms and Conditions of Sale



1. Definitions, Formation and Scope of the Contract

1.1. In these Terms and Conditions the following definitions apply:

Conditions means these Terms and Conditions

AnatoPath means AnatoPath Limited, UK Registration Number: 10472602, Address: 24 Deepdale, Lowestoft, Suffolk, NR33 8TU.

Contract means an agreement for the sale of Goods entered into between AnatoPath and the Buyer

Goods means any Goods detailed in the Order

Buyer means the purchasing body, and includes but is not limited to the natural person and purchasing organisation

Order means the Buyers Order for the Goods

Warranty means the length of time specified by the manufacturer (AnatoPath or Third Party) of the Goods

2. Contracts

2.1. Contracts entered into by AnatoPath consist exclusively of these Terms and Conditions unless AnatoPath agrees in writing to the contrary.

2.2. The Buyer's Terms and Conditions are excluded unless agreed to by AnatoPath in writing.

2.3. An order from the Buyer is deemed to be subject only to the Terms and Conditions of AnatoPath that are in force on the date of AnatoPath accepting the order, irrespective of contrary terms accompanying or detailed on the Buyer's order communications.

2.4. An order placed by the Buyer is not accepted by AnatoPath until confirmed in writing by AnatoPath.

2.5. AnatoPath's confirmation in writing of the acceptance of the order to the Buyer will constitute the creation of the Contract.

3. Payment, Default and Termination

3.1. Unless otherwise agreed in writing, the price for the Goods will be paid in full by the Buyer on the payment due date detailed on the invoice, notwithstanding that delivery may not have taken place and the title of the Goods has not passed from AnatoPath to the Buyer.

- 3.2. The price of the Goods is the price communicated by AnatoPath, by quotation or other written means, excluding delivery and packaging unless otherwise stated in writing by AnatoPath.
- 3.3. In the event that some or all of the price of the Goods is not paid in full on the due date set out in the invoice, AnatoPath has the right to charge interest on the outstanding balance, from the payment due date, until the date the payment is received in full, at a rate of interest set out under the Late Payment of Commercial Debts (Interest) Act 1998, interest will accrue on the unpaid amount on a day to day basis until the date when the payment is completed (whether before or after judgment).
- 3.4. The Buyer indemnifies AnatoPath against all costs AnatoPath may incur in recovering any sums due to be paid by the Buyer to AnatoPath under any Contract, including but not limited to any debt recovery agency fees, court fees or legal fees.
- 3.5. AnatoPath reserves the right to cancel the remainder of the Contract or suspend deliveries of Goods if the Buyer does not meet the terms of payment.
- 3.6. Full payment of the price of the Goods shall be due immediately from the Buyer if; the Buyer is subject to an order or petition of bankruptcy; or the buyer applies to appoint an administrator or a notice of intent to appoint an administrator is made; or an order to appoint an administrator to act on any part of the buyers assets is made; or the Buyer makes a voluntary arrangement with its creditors; or a winding up order is filed against the Buyer; or the Buyer enters liquidation.
- 3.7. AnatoPath reserves the right to increase the price of Goods and delivery any time before the delivery date to reflect occurrences beyond the control of AnatoPath.

4. Delivery of Goods

- 4.1. AnatoPath shall use all reasonable endeavours to meet the provided written delivery date.
- 4.2. AnatoPath will deliver the Goods to the address set out in the Order unless agreed otherwise in writing.
- 4.3. In the event that AnatoPath fails to deliver Goods within ten weeks of the estimated delivery date given by AnatoPath, the Buyer's sole remedy is to cancel the Order without penalty, AnatoPath shall have no liability of any kind arising from such a cancellation or failure to deliver the Goods by the estimated delivery date.
- 4.4. AnatoPath may deliver the Goods in separate deliveries with separate invoices, each of which will constitute an individual contract.
- 4.5. No claims shall be recognised by AnatoPath in respect of any mistake or shortage of Goods after ten days from the delivery date.

5. Risk and Title

- 5.1. Risk of damage to, or loss of Goods shall pass to the Buyer upon the delivery of the Goods to the address set out in the order, unless a different address is agreed in writing by AnatoPath.
- 5.2. Irrespective of when risk in the Goods pass to the Buyer, the Goods shall remain property of AnatoPath until full payment for the Goods has been received and cleared in the bank account stated by AnatoPath on the invoice.
- 5.3. Until the Title of the goods has passed to the Buyer, the Buyer agrees to; store the Goods separately away from other material and keep the Goods clearly identifiable as property of AnatoPath; take all reasonable care of the Goods; insure the Goods from the date of delivery against all risks, for an amount at least equal to the price set out on the invoice; not remove or change the packaging of the Goods.

6. Product Warranty

- 6.1. AnatoPath warrants that all Goods manufactured by AnatoPath shall conform to any specification which forms part of the Contract, and shall be free from defects in materials and workmanship and be of satisfactory quality (as set out by the Sale of Goods Act 1979) for the warranty period.
- 6.2. In respect of any Goods which are manufactured by a third party, AnatoPath will use all reasonable endeavours to pass on the benefit of the Manufacturer's Warranty to the Buyer.
- 6.3. Any warranty will not apply in the circumstances of: a) damage or loss caused by failure to use the Goods in accordance with AnatoPath's written and oral instructions for the storage, installation, commissioning, use or maintenance of the Goods, or wilful damage, negligence, or abnormal working conditions; b) the Buyer making further use of the Goods after giving a notice of a potential breach of Warranty to AnatoPath; b) the Goods not being stored or shipped in accordance with AnatoPath's storage and shipping instructions; c) loss or damage caused by an act of God or any other cause not within AnatoPath's control or otherwise not related to the Goods; d) the Buyer alters or repairs the Goods without the written consent of the AnatoPath.
- 6.4. AnatoPath's liability for breach of the warranty for Goods it manufactures shall be limited to one of the following at the sole discretion of AnatoPath: a) replacement of the Goods; b) reimbursement of the purchase price paid for the affected Goods.
- 6.5. AnatoPath shall not be liable (whether for breach of the Contract, negligence or otherwise) to the Buyer for any loss of profit or for any direct or indirect loss or damage incurred by the Buyer or Third Parties.
- 6.6. The Buyer shall bear any cost of delivery and insurance of any Goods returned under warranty.

- 6.7. Where the Buyer has advised AnatoPath in writing that the Goods are faulty but has not returned the Goods to AnatoPath, the Buyer shall grant AnatoPath reasonable opportunity to examine the Goods.
- 6.8. AnatoPath shall be entitled to invoice the Buyer for replacement Goods provided to the Buyer in accordance with clause 6.3, at the full price of replacement Goods if the defective Goods are not received by AnatoPath within 30 days of the dispatch of the replacement Goods.

7. Modifications to Goods

- 7.1. The Buyer shall indemnify AnatoPath: a) against any loss or damage suffered by AnatoPath where the Buyer provides information and/or instructions in writing to AnatoPath for modifications to Goods for use outside of the United Kingdom; b) where any modifications, alterations or amendments to the Goods are in breach of any third party's intellectual property rights.

8. Use of Goods and Recall

- 8.1. The Buyer warrants that it will ensure the end user of the Goods uses the Goods in conformity with the instructions or guidelines attached to the Goods or those issued by AnatoPath and good laboratory practice (GLP) or practices consistent with industry standard in country of use, and adhere to all applicable laws, regulations and guidelines in country of use.
- 8.2. The Buyer must keep AnatoPath informed of all complaints concerning the Goods and must comply with any directions of AnatoPath in any issues, proceedings or negotiations relating to such complaints
- 8.3. AnatoPath may at its discretion recall any Goods already sold to the Buyer, for a refund, credit or replacement of the Goods, and the Buyer must promptly comply with any notice issued by AnatoPath for such recall.

9. Return of Products

- 9.1. Goods may be returned by the Buyer to AnatoPath at AnatoPath's sole discretion.
- 9.2. AnatoPath may accept the return of Goods if Goods are resalable and are returned to AnatoPath in resalable condition.
- 9.3. The Buyer must have been issued with a confirmation of acceptance of return of Goods from AnatoPath and a Return of Goods Number (RoGN) before returning the Goods.
- 9.4. All Goods that AnatoPath accepts for return should have the RoGN, date purchase order and invoice number clearly visible

9.5. The costs of the shipment of Goods returned to AnatoPath will be paid by the Buyer along with a restocking fee issued by AnatoPath to cover labour and handling, before the return of Goods is accepted by AnatoPath.

10. Buyers Representations and Acknowledgment

- 10.1. The Buyer acknowledges that it is responsible for informing AnatoPath in writing prior to the formation of the Contract of all requirements of the Buyer relating to the use of the Goods in the country of the Goods intended use, including, but not limited to, all legal and regulatory requirements relating to marking, labelling, packaging and instructions for use.
- 10.2. The Buyer warrants all Goods will only be used for the intended purpose as advised by AnatoPath.
- 10.3. The Buyer shall not be entitled to refuse acceptance of the Goods or to not pay the purchase price.
- 10.4. AnatoPath will not be liable if the Goods fail to comply with any requirement not disclosed by the Buyer in writing to, and accepted by AnatoPath in writing prior to the formation of the Contract.
- 10.5. The Buyer indemnifies AnatoPath in full against any loss or damage suffered by AnatoPath arising from any failure to comply with requirements not disclosed by the Buyer in writing to, and accepted by AnatoPath, before the formation of the Contract.
- 10.6. The Buyer acknowledges that no oral or written information, representation or advice given by or on behalf of AnatoPath, other than those contained in the Terms and Conditions, creates a warranty or in any way extends the scope of the Terms and Conditions.
- 10.7. The Buyer acknowledges that the delivery times set out in the Order acceptance are to be treated as an estimate.
- 10.8. The Buyer acknowledges that AnatoPath makes no representation that the Goods conform to the laws and regulations in any country or state outside of the United Kingdom (except as may otherwise be agreed to in writing by AnatoPath) and the Buyer is responsible for complying with all local laws relating to the use of the Goods at its own cost and expense.
- 10.9. The Buyer acknowledges that it has not relied on any statement, advice, assurances or warranty not set out in the Contract.
- 10.10. The Buyer acknowledges that it will inform AnatoPath as soon as possible it becomes subject to any of the events set out in clause 6.1; and provide AnatoPath with such information concerning the Goods as AnatoPath may request.

11. Confidentiality

11.1. AnatoPath may use Information provided by the Buyer in the supply Goods for administration and related processes and will use and transfer information to its employees and associates to create a record of information for administrative purposes.

11.2. AnatoPath may transfer its business assets, both physical and electronic including Buyer details, on reorganisation, sale or merger of all, or any part of its business.

12. Force Majeure

12.1. AnatoPath will not be liable to the Buyer for a Force Majeure event (an event beyond its reasonable control) causing any failure to supply the Goods, or a delay in supplying the Goods as a result of but not limited to industrial disputes and strikes, failure of utility suppliers, failure of third parties and contractors, acts of God, civil unrest, war, riots, trade embargoes, transport or courier failure, accident, failure of machinery, fire, storms and weather extremes, floods, compliance with regulatory body of governing law.

12.2. Upon AnatoPath giving written notice detailing the Force Majeure event and consequences to the Buyer, AnatoPath shall be released without liability from the Contract set out in these Terms and Conditions.

13. General

13.1. Any notice to be served in respect of the Contract shall be made in writing and delivered by registered post to the current address of the other party and shall be deemed served upon when delivery confirmation is received.

13.2. No variation to these Terms shall be binding unless agreed in writing between both parties.

13.3. The Contract set out in the Terms and Conditions constitutes the entire agreement between AnatoPath and the Buyers in relation to its matter and no other terms shall apply.

14. Governing Law

14.1. The Contract and any disputes arising between AnatoPath and the Buyer shall be exclusively subject to the laws of England. AnatoPath and the Buyer submit exclusively to the jurisdiction of the courts of England.