

Southern Group Laboratory Ltd (SGL)

General Terms and Conditions for the Supply of Microbiological Media and Associated Products.

Last Updated and effective as of 01st September 2023

These Terms and Conditions ("Agreement") govern the relationship between Southern Group Laboratory Ltd ("Company") and the Customer regarding the supply and use of microbiological media and other products offered by the company for sale.

By placing an order or engaging in any transaction with the Company, the Customer agrees to be bound by these General Terms and Conditions for the Supply of Microbiological Media and other Products. These terms are subject to change in response to any updates in relevant laws and regulations.

Key Term Definitions:

Acceptance: Refers to the Customer's confirmation that the delivered microbiological media and other products are free from defects and meet the requirements as agreed upon in the order.

Ad-hoc Order (Product Order): An ad-hoc order for products is a one-time or irregular purchase placed by a customer with a supplier in a B2B context. Unlike standing orders, ad-hoc orders are not recurring and are initiated on a case-by-case basis. They cater to specific or unexpected needs and offer flexibility for non-routine purchases.

Concern Reference Number (CRN): Refers to the unique reference number provided by SGL's quality team to the Customer.

Confidential Information: Refers to any non-public information disclosed by either party during the course of their business relationship, including but not limited to trade secrets, pricing details, and proprietary formulations.

Customer: Refers to the purchaser of the microbiological media and other products from SGL.

Defects: Refers to any discrepancies, non-conformities, or quality issues found in the microbiological media and other products at the time of delivery.

Delivery: Refers to the process of transferring the possession of the ordered microbiological media and other products from SGL to the designated carrier for transportation to the Customer's specified destination.

Force Majeure: Refers to unforeseen circumstances or events beyond the control of either party that may prevent or delay the performance of obligations under this Agreement, such as natural disasters, wars, and government regulations.

Governing Law and Jurisdiction: Refers to the legal framework that applies to this Agreement and determines the jurisdiction where any disputes arising from the Agreement shall be resolved, which is the laws of the United Kingdom and the exclusive jurisdiction of the courts of the United Kingdom.

Indemnification: Refers to the Customer's agreement to hold SGL harmless from any claims, damages, or liabilities arising from the Customer's use of the purchased microbiological media and associated products in violation of the agreed-upon terms and conditions.

Intellectual Property: Refers to all proprietary rights, including patents, copyrights, trademarks, trade secrets, and other intellectual property rights associated with SGL's microbiological media and associated products.

Invoice: Refers to the detailed bill provided by SGL to the Customer for the purchased microbiological media and other products, including the total cost and payment details.

Microbiological Media and Associated Products: Refers to the products manufactured and supplied by Southern Group Laboratory Ltd (SGL) that are used for the cultivation, isolation, and identification of microorganisms, including but not limited to agar plates, broths, selective media stains, reagents, test kits, and dehydrated media.

Order: Refers to the Customer's request for the purchase of specific microbiological media and/or associated products from SGL.

Product Specification: Refers to the SGL technical specification for each unique product code, as outlined in the published SGL Technical Data Sheet (TDS).

Returns: Refers to the process by which the Customer may request to return or exchange microbiological media and other products to SGL within a specified timeframe and under certain conditions.

Specification: Specification refers to only the SGL product specification, in the published Technical Data Sheet for the product.



Standing Order (Product Order): A standing order for products is a pre-authorized, recurring purchase agreement between a customer and a supplier in a B2B context. It involves automatic and regular deliveries of specific products at scheduled intervals until cancelled or modified by the customer.

Technical Data Sheet (TDS): A document published by SGL containing technical information, specifications, and details about the microbiological media and other products.

Warranty and Liability: Refers to the terms related to the Company's warranty on the quality and performance of its products and the limitations of liability for any defects or issues arising from their use. Product Information and Use:

Products and Use:

- a. The Company will manufacture microbiological media products in accordance with their published specification, and where applicable, UK standards and guidelines.
- b. The Customer must use the supplied products solely for their intended purpose and comply with all relevant laws, regulations, and safety protocols.

Ordering and Payment:

- a. Orders are subject to acceptance by the Company.
- b. The Customer agrees to pay the agreed-upon price for the products and any applicable taxes or shipping charges.
- c. Payment is due within **30 days from the date of the invoice** unless otherwise agreed upon in writing.
- d. All payments are to be made via electronic bank transfer. Failure to adhere to these payment terms may result in delayed processing of orders or additional charges.

Delivery and Acceptance:

- a. The Company will make reasonable efforts to deliver the products on the agreed-upon date.
- b. The Company will provide estimated delivery dates for the microbiological media and other products by way of order acknowledgment. These dates are provided for planning purposes and are subject to change based on various factors, including but not limited to production scheduling constraints, staffing, material supply, transportation delays, and unforeseen circumstances beyond the Company's control.
- c. While the Company makes every effort to meet the agreed-upon delivery dates, the Customer acknowledges that actual delivery dates may vary. The Company shall not be held liable for any losses or damages arising from delays in delivery, including but not limited to expedited shipping charges or production stoppages. Provided the Company has made reasonable efforts to fulfil the order within a reasonable timeframe.
- d. The Company will work diligently to minimise any potential delays and keep the Customer informed throughout the delivery process. The Customer is encouraged to communicate any specific delivery requirements or time constraints to the Company at the time of placing the order.
- e. Force majeure events, as defined in the "Force Majeure" section of these Terms and Conditions, may also impact delivery dates. In such cases, the Company will make reasonable efforts to mitigate the impact and inform the Customer promptly.
- f. The Company reserves the right to make partial shipments of the ordered products if necessary. Partial shipments will not affect the agreed-upon payment terms or the Customer's obligation to accept and pay for the delivered products.
- g. In the event of delay to an item or items as part of a standing order, the company will part ship products that are ready to ship, with the 'to follow' component shipped at the Company's cost.



- h. In the event of delay to an item or items not on a standing order the Company will ship in the most economical manner unless otherwise instructed by the Customer.
- i. In the event of a delay caused by the Customer's actions or failure to provide necessary information, the Company shall not be held responsible for any resulting delays in delivery.
- j. The Customer must inspect the delivered products promptly upon receipt and notify the Company of any defects or discrepancies with the condition of the goods within 2 days of receipt.
- k. Acceptance of the condition of the goods will be assumed if no written notice of defects is received within 2 working days.

Price:

- a. All prices for the Products will be as specified by the Company.
- b. The Company reserves the right to modify prices for its microbiological media and associated products at any time without prior notice.
- c. All prices published or quoted by the Company, including those provided by its representatives, may be subject to change without notification.
- d. Prices quoted by the Company or its representatives are valid for a period of thirty (30) days from the date of the quote, unless explicitly stated otherwise in writing.
- e. Any adjustments to prices due to changes in specifications, quantities, raw material costs, production processes, or other relevant factors that are not part of the original price quotation may be made at the discretion of the Company.

Quality and Compliance:

- a. The Company ensures that its microbiological media products meet their published specification in the form of the Company Technical Data Sheet (TDS), and are compliant with relevant UK standards where relevant.
- b. The Customer must store and handle the products in accordance with the manufacturer's instructions and industry best practices.

Warranty and Liability:

- a. The Company warrants that its products meet specification at the time of delivery and for the duration of the shelf life (where applicable). Provided that the Customer has stored and handled the products in accordance with the manufacturer's instructions and industry best practices.
- b. For all customer specific products, unless pre-agreed with the Company, any specification or other analytical testing that may be performed is at the customer's risk and will not impact the Company's product release and invoicing. The Company will supply product based on manufacture only and will be irrespective of any adverse test results.
- c. The Customer must promptly notify the Company of any non-conformity or defect in the products.
- d. The Company's liability is limited to the replacement of the defective products or a refund of the purchase price, at the Company's discretion.
- e. The Company shall not be liable for any indirect, incidental, or consequential damages arising from the use or inability to use the products.

Support, Quality & Returns:



- a. All complaints regarding quality, requests for replacement product, technical support, or general product support shall be handled by SGL's customer service organisation as follows:
 - Product Quality – Quality Team
 - Technical Support – Technical Team
 - Account or other general support – Customer Services Team

All requests for support are to be sent to info@sglab.co.uk

- b. To ensure prompt handling of quality concerns, the Customer must obtain a Concern Reference Number (CRN) from SGL.
- c. SGL reserves the right to reverse any credit issued to the Customer: (i) for any Product not returned after authorisation and requested by SGL; or (ii) if, upon return, such Product is determined by SGL to meet its published specification.
- d. SGL will grant full credit for: (i) Products not supplied in accordance with the Customers orders; and (ii) Products which are defective at the time of receipt by the Customer.
- e. SGL will grant partial credit for Products ordered in error, with the exceptions noted below. Product returns for Products ordered in error are subject to a 15% or £50 restocking charge, whichever be greater. Plus any applicable charges for necessary inspection, reworking, or refurbishing, or for items not normally catalogued by SGL.
- f. SGL will not grant credit for: (i) Products which have been discontinued; (ii) Products which are personalised or customised; (iii) Expired products (iv) Products not purchased from SGL; (v) Products which are damaged, partially used or defaced, and, therefore, unsuitable for return to stock and resale as new

Liability for Proper Use and Storage of Media Products:

- a. The Company provides microbiological media and other products that are designed and manufactured for specific purposes, as outlined in the product specifications and technical data sheets. The Customer assumes full responsibility for the proper use of these products in accordance with their intended applications.
- b. The Customer must strictly adhere to the product specifications and instructions provided by the Company for the handling, storage, and usage of the microbiological media and associated products. Failure to follow the recommended guidelines may result in compromised product performance and unreliable test results.
- c. The Company shall not be liable for any damages, losses, or claims arising from the Customer's improper use, handling, or storage of the purchased products. This includes, but is not limited to, contamination, degradation of product quality, inaccurate test results, and any adverse consequences resulting from non-compliance with the recommended procedures.
- d. The Customer is responsible for ensuring that all personnel involved in the handling and usage of the microbiological media and associated products are adequately trained and knowledgeable about the proper procedures and safety precautions.
- e. It is essential for the Customer to inspect the products upon receipt and ensure that they are in proper condition and suitable for use. Any defects or discrepancies must be promptly reported to the Company in accordance with the "Delivery and Acceptance" section of these Terms and Conditions.



- f. The Company shall not be liable for any damages or liabilities arising from the Customer's failure to meet regulatory requirements or standards related to the usage, storage, and disposal of the microbiological media and associated products.
- g. The Customer acknowledges that the Company's liability is limited to the replacement of defective products or a refund of the purchase price, as outlined in the "Warranty and Liability" section of these Terms and Conditions.
- h. The Company reserves the right to refuse service or supply of products if there is a reasonable belief that the Customer's intended use, handling, or storage of the microbiological media and other products may pose a risk to the safety or integrity of the products.

Intellectual Property:

- a. The Company retains all intellectual property rights related to its microbiological media products.
- b. The Customer shall not reproduce, modify, or distribute the Company's products without prior written consent.

Confidentiality:

- a. Both parties agree to treat all confidential information disclosed during the course of the business relationship as strictly confidential.
- b. Confidential information shall not be disclosed to any third party without prior written consent.

Indemnification:

- a. The Customer shall indemnify and hold the Company harmless from any claims, damages, or liabilities arising from the Customer's use of the products in violation of these Terms and Conditions or any applicable laws.

Force Majeure:

- a. Neither party shall be liable for any failure or delay in performance under this Agreement due to events beyond their reasonable control, including but not limited to acts of nature, government regulations, or labour disputes.

Governing Law and Jurisdiction:

- a. This Agreement shall be governed by and construed in accordance with the laws of the United Kingdom.
- b. Any disputes arising out of this Agreement shall be subject to the exclusive jurisdiction of the courts of the United Kingdom.

