

Almac Sciences Limited

Terms and Conditions of Sale

IF YOU BREAK THE SEAL OR OTHERWISE OPEN THE PACKAGE CONTAINING THIS PRODUCT, YOU (“BUYER”) ARE, BY THAT ACT, ACKNOWLEDGING THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS:

1. The Products are intended for laboratory research and development purposes only (the “Permitted Use”). The Buyer acknowledges and agrees that the Products may have unpredictable and unknown biological and/or chemical properties and they are therefore to be used with caution, and are not to be used for any purpose other than the Permitted Use including but not limited to, in humans, food or beverages, drugs, medical devices, cosmetics, for any diagnostic purposes or for any commercial purpose. The Permitted Use does not include the multiplication of the Product or parts thereof.
2. The Products are supplied to and accepted by the Buyer ‘as is’ without any warranty of merchantability or fitness for any particular purpose or any other warranty, expressed or implied. In no event shall Almac be liable for any use of the Products and the Buyer agrees to defend, indemnify and hold harmless Almac from any loss, claims, costs, damages or liability, which may arise from Buyer’s use, storage or disposal of the Products, except to the extent such loss, claims, costs, damage or liability are as a direct result of Almac’s gross negligence or wilful misconduct.
3. Buyer agrees to comply with all laws and regulations applicable to the handling and use of the Product.
4. Almac makes no representation that the use of the Product will not infringe any patent or proprietary rights of third parties.
5. The Products and their composition shall be regarded as the know-how of Almac, or third parties associated with Almac. The Buyer shall keep such know-how strictly confidential. In particular, the Buyer agrees not to determine the protein or genetic sequence of the Products or reverse engineer the Products. The Buyer agrees not to transfer the Products or parts thereof to any third party.
6. Nothing in these Terms and Conditions shall deem to grant or assign to the Buyer any rights under any patents, patent applications, trade secrets, trademarks, copyrights or any other proprietary intellectual property rights of Almac or its affiliates.
7. Due to the nature of the products, a full refund will only be offered for Products not meeting required standards.
8. If any of these Terms and Conditions are deemed by a competent authority to be invalid, unlawful or unenforceable, such Term or Condition will to that extent be severed from the remaining Terms and Conditions which will continue to be valid to the fullest extent permitted by law.
9. These Terms and Conditions shall be binding upon Almac and the Buyer and their respective successors and assigns.