



## Oxford Expression Technologies Ltd

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# Terms & Conditions

This document tells you the terms and conditions on which we supply any of the products or services (Products/Services) listed on our website [www.oetltd.com](http://www.oetltd.com) (our site) or provided elsewhere to you. These terms apply to orders placed online or by Purchase Order or by other means. Please read these Terms and Conditions carefully before ordering any Products/Services from us. You should understand that by ordering any of our Products/Services, you agree to be bound by these Terms and Conditions unless superseded by a separate agreement for the provision of Services.

You should print a copy of these Terms and Conditions for future reference. Please understand that if you refuse to accept these Terms and Conditions, you will not be able to order any Products/Services from us.

### 1. Information about us

1.1 [www.oetltd.com](http://www.oetltd.com) is a site operated by Oxford Expression Technologies Limited (we). We are registered in England and Wales under company number 5874405 and with our registered office at James Cowper, 2 Chawley Park, Cumnor Hill, Oxford, OX2 9GG, United Kingdom. Our main trading address is Oxford Expression Technologies, Bioinnovation Hub, Gypsy Lane, Oxford, OX3 OBP, UK. Our VAT number is 920856716.

### 2. Service Availability

Our site is only intended for use by people resident in the Serviced Countries.

### 3. Your Status

By placing an order through our site, by Purchase Order or by any other means, you warrant that: (a) You are legally capable of entering into binding contracts; and (b) You are resident in one of the Serviced Countries; and (c) For online orders, you are accessing our site from that country.

### 4. How the Contract is formed between you and us

4.1 After placing an order, you will receive an email from us acknowledging that we have received your order. Please note that this does not mean that your order has been accepted. Your order constitutes an offer to us to buy a Product/Service. All orders are subject to acceptance by us, and we will confirm such acceptance to you by sending you an email that confirms that the Product has been dispatched (the Dispatch Confirmation) or that the Service quote is agreed. The contract between us (Contract) will only be formed when we send you the Dispatch Confirmation or Service Quotation acceptance.

4.2 The Contract will relate only to those Products whose dispatch we have confirmed in the Dispatch Confirmation. We will not be obliged to supply any other Products which may have been part of your order until the dispatch of such Products has been confirmed in a separate Dispatch Confirmation; or

4.3 The Contract will relate only to those Services that have been agreed in writing through a formal Quotation or separate Service Contract.

## 5. Field of Use

The Products are sold for the purposes of research only, not for therapeutic or diagnostic use, in accordance with and subject to the terms of the licence set out in the Research Licence agreement section as outlined in the OET website. Likewise, materials produced under Services are also for research purposes only unless a separate commercial agreement is in place. Please contact us if you require a Commercial Agreement.

## 6. Consumer Rights

6.1 If you are contracting as a consumer, you may cancel a Contract at any time within seven working days, beginning on the day after you received the Products. In this case, you will receive a full refund of the price paid for the Products in accordance with our refunds policy (set out in clause 10).

6.2 To cancel a Contract, you must inform us in writing. You must also return the Product(s) to us immediately, in the same condition in which you received them, and at your own cost and risk. You have a legal obligation to take reasonable care of the Products while they are in your possession. If you fail to comply with this obligation, we may have a right of action against you for compensation.

6.3 Details of this statutory right, and an explanation of how to exercise it, are provided in the Dispatch Confirmation. This provision does not affect your statutory rights.

## 7. Availability and Delivery

We will endeavour to fulfil your order within seven (7) days of the date of the Dispatch Confirmation. This period may be extended in the event of exceptional circumstances.

## 8. Risk and Title

8.1 The Products will be at your risk from the time of delivery.

8.2 Ownership of the Products will only pass to you when we receive full payment of all sums due in respect of the Products, including delivery and customs/tax charges.

## 9. Price and Payment

9.1 The price of any Products will be as quoted on our site from time to time or in our current Price List, except in cases of obvious error.

9.2 These prices exclude VAT and delivery costs, which will be added to the total amount due. For orders placed online these are set out in the delivery charges section on the online ordering section of this site. For other orders delivery charges to be met by the customer shall be set by us as appropriate and agreed with you prior to Dispatch.

9.3 Prices are liable to change at any time, but changes will not affect orders in respect of which we have already sent you a Dispatch Confirmation.

9.4 Our site contains a large number of Products and it is always possible that, despite our best efforts, some of the Products/Services listed on our site may be incorrectly priced. We will normally verify prices as part of our dispatch procedures so that, where a Product's correct price is less than our stated price, we will charge the lower amount when dispatching the Product to you. If a Product's correct price is higher than the price stated on our site, we will normally, at our discretion, either contact you for instructions before dispatching the Product, or reject your order and notify you of such rejection.

9.5 We are under no obligation to provide the Product/Service to you at the incorrect (lower) price, even after we have sent you a Dispatch Confirmation, if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a mispricing.

9.6 The customer shall pay all invoices within thirty (30) days of the date of receipt of a copy of our invoice by the customer unless specifically agreed otherwise.

9.7 We may charge the customer interest on any overdue invoices at the rate of 5% (five per cent) per annum above the base rate of Lloyds Bank in force from time to time from the date the payment became due until actual payment is made (irrespective of whether the date of payment is before or after any judgement or award in respect of the same).

9.8 We may charge the customer a late payment fee on any overdue invoices at the rate of 5% of the value of the outstanding amount (irrespective of whether the date of payment is before or after any judgement or award in respect of the same).

## 10. Our Refunds Policy

### 10.1 When you return a Product to us:

10.1.1 Because you have cancelled the Contract between us within the seven-day cooling-off period (see clause 6.1 above), we will process the refund due to you as soon as possible and, in any case, within 30 days of the day you have given notice of your cancellation. In this case, we will refund the price of the Product in full, including the cost of sending the item to you. However, you will be responsible for the cost of returning the item to us.

10.1.2 For any reason (for instance, because you have notified us in accordance with paragraph 19 that you do not agree to any change in these Terms and Conditions or in any of our policies or the terms of the Licence Agreement, or because you claim that the Product is defective), we will examine the returned Product and in our discretion will notify you of your refund via email within a reasonable period of time. We will usually process the refund due to you as soon as possible and, in any case, within 30 days of the day we confirmed to you via email that you were entitled to a refund for the defective Product. Products returned by you because of a defect will be refunded in full, including a refund of the delivery charges for sending the item to you and the cost incurred by you in returning the item to us.

10.2 We will usually refund any money received from you using the same method originally used by you to pay for your purchase.

## 11. Our Liability

11.1 We warrant to you that any product purchased from us through our site is of satisfactory quality and reasonably fit for all the purposes for which it is supplied.

11.2 Our liability for losses you suffer as a result of us breaking this agreement is strictly limited to the purchase price of the Product you purchased and any losses which are a foreseeable consequence of us breaking the agreement. Losses are foreseeable where they could be contemplated by you and us at the time your order is accepted by us.

11.3 This does not include or limit in any way our liability: (a) For death or personal injury caused by our negligence; (b) Under section 2(3) of the Consumer Protection Act 1987; (c) For fraud or fraudulent misrepresentation; or (d) For any matter for which it would be illegal for us to exclude, or attempt to exclude, our liability.

11.4 We are not responsible for indirect losses which happen as a side effect of the main loss or damage and which are not foreseeable by you and us, including but not limited to: (a) loss of income or revenue; (b) loss of business; (c) loss of profits or contracts; (d) loss of anticipated savings; (e) loss of data; or (f) waste of management or office time however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

## 12. Import Duty

12.1 If you order Products from our site for delivery outside the UK, they may be subject to import duties and taxes which are levied when the delivery reaches the specified destination. You will be responsible for payment of any such import duties and taxes. Please note that we have no control over these charges and cannot predict their amount. Please contact your local customs office for further information before placing your order.

12.2 Please also note that you must comply with all applicable laws and regulations of the country for which the products are destined. We will not be liable for any breach by you of any such laws.

## 13. Written Communications

Applicable laws require that some of the information or communications we send to you should be in writing. When using our site, you accept that communication with us will be mainly electronic. We will contact you by email or provide you with information by posting notices on our website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

## 14. Terms and Conditions relating to Services

In addition to the Terms and Conditions stated in Sections 1-13 and 15-23, OET cannot guarantee virus titres or protein expression levels/yields. OET undertakes to keep all work confidential and will sign a confidentiality agreement if this is required. Customers are also reminded that if any recombinant virus or expressed protein is used for commercial activities then the appropriate licences must be sought and that this is the customer's responsibility (see also Section 5).

## 15. Notices

All notices given by you to us must be given to Oxford Expression Technologies Limited at Oxford Expression Technologies, Bioinnovation Hub Gipsy Lane Campus, Oxford, OX3 OBP, UK or by email: [info@oetltd.com](mailto:info@oetltd.com). We may give notice to you at either the email or postal address you provide to us when placing an order, or in any of the ways specified in clause 13. Notice will be deemed received and properly served immediately when posted on our website, 24 hours after an email is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

## 16. Transfer of Rights and Obligations

16.1 The contract between you and us is binding on you and us and on our respective successors and assigns.

16.2 You may not transfer, assign, charge or otherwise dispose of a Contract, or any of your rights or obligations arising under it, without our prior written consent.

16.3 We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.

## 17. Events Outside our Control

17.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by events outside our reasonable control (Force Majeure Event).

17.2 A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following: (a) Strikes, lock-outs or other industrial action; (b) Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war; (c) Fire, explosion, storm, flood, earthquake, subsidence, epidemic, pandemic or other natural disaster; (d) Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; (e) Impossibility of the use of public or private telecommunications networks; (f) The acts, decrees, legislation, regulations or restrictions of any government.

17.3 Our performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event.

## 18. Waiver

18.1 If we fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under the Contract or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.

18.2 A waiver by us of any default shall not constitute a waiver of any subsequent default.

18.3 No waiver by us of any of these terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with clause 14.

19. Severability If any of these terms and Conditions or any provisions of a Contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

## 20. Entire Agreement

20.1 These Terms and Conditions and any document expressly referred to in them represent the entire agreement between us in relation to the subject matter of any Contract and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.

20.2 We each acknowledge that, in entering into a Contract, neither of us has relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations between us prior to such Contract except as expressly stated in these Terms and Conditions.

20.3 Neither of us shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date of any Contract (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in these terms and conditions.

## 21. Our right to vary these Terms and Conditions

21.1 We have the right to revise and amend these Terms and Conditions from time to time to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities.

21.2 You will be subject to the policies, Terms and Conditions and Licence Agreement in force at the time that you order products from us, unless any change to those policies, these Terms and Conditions or the Licence Agreement is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if we notify you of the change to those policies, these terms and conditions or the Licence Agreement before we send you the Dispatch Confirmation (in which case we have the right to assume that you have accepted the change to the terms and conditions, unless you notify us to the contrary within seven working days of receipt by you of the Products).

## 22. Ownership of Rights

All intellectual property rights in the Products (including without limitation patents, copyright, registered designs, unregistered design rights, trademarks, rights in trade names and other industrial or intellectual property rights subsisting in any country) or Products used in the performance of Services for customers shall remain the exclusive property of Oxford Expression Technologies Limited at all times.

23. Law and Jurisdiction

Contracts for the purchase of Products/Services through our site or by Purchase Order or by other means will be governed by English law. Any dispute arising from, or related to, such Contracts shall be subject to the exclusive jurisdiction of the courts of England and Wales.

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