

E-commerce Terms and Conditions of Sale

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Conditions of Sale V-01

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Agreed Terms

I. About us

1. **Company details.** Bit Bio Limited (company number 10466798) (**we** and **us**) is a company registered in England and Wales and our registered office is at Pioneer House Vision Park, Histon, Cambridge, Cambridgeshire CB24 9NL, United Kingdom. Our main trading address is the Dorothy Hodgkin Building, Babraham Research Campus, Cambridge. Our VAT number is GB274556084. We operate the website www.bit.bio.
2. **Contacting us.** To contact us email orders@bit.bio. How to give us formal notice of any matter under the Contract is set out in clause XIV.2.

II. Our contract with you

1. **Our contract.** These terms and conditions (**Terms**) apply to the order by you and supply of goods by us to you (**Contract**). No other terms are implied by trade, custom, practice or course of dealing.
2. **Entire agreement.** The Contract is the entire agreement between us in relation to its subject matter. You acknowledge that you have not relied on any statement, promise or representation or assurance or warranty that is not set out in the Contract.
3. **Limited Use License and Statement of Use.** You confirm that you have read and understood the Limited Use License and Statement of Use and agree to be bound by the terms of Limited Use License and Statement of Use.
4. **Language.** These Terms and the Contract are made only in the English language.
5. **Your copy.** You should print a copy of these Terms for future reference.

III. Placing an order and its acceptance

1. **Placing your order.** Please follow the onscreen prompts to place an order. Each order is an offer by you to buy the goods specified in the order (**Goods**) subject to these Terms.
2. **Correcting input errors.** Our order process allows you to check and amend any errors before submitting your order to us. Please check the order carefully before confirming it. You are responsible for ensuring that your order is complete and accurate.
3. **Acknowledging receipt of your order.** After you place an order, you will receive an email from us acknowledging that we have received it, but please note that this does not mean that your order has been accepted. Our acceptance of your order will take place as described in clause III.4.
4. **Accepting your order.** Our acceptance of your order takes place when we send the email to you to accept it, the email will contain your order number, at which point the Contract between you and us will come into existence.

5. **If we cannot accept your order.** If we are unable to supply you with the Goods for any reason, we will inform you of this by email and we will not process your order. If you have already paid for the Goods, we will refund you the full amount including any delivery costs charged as soon as possible. We aim to refund you within 14 working days.

IV. Our goods

1. The images of the Goods on our site are for illustrative purposes only.
2. Although we have made every effort to be as accurate as possible, all descriptions and product data of the Goods indicated on our site are approximate and/or representative.
3. The packaging of your Goods may vary from that shown on images on our site, where applicable.
4. We reserve the right to amend the specification of the Goods if required by any applicable statutory or regulatory requirement.

V. Return and refund

1. You may cancel the Contract and receive a refund, if you notify us as set out in clause V.2 within one (1) day of your receipt of our email accepting your order.
2. To cancel the Contract, you must email us at orders@bit.bio.
3. Please include details of your order to help us to identify it. Your cancellation is effective from the date you send us the email. For example, you will have given us notice in time as long as you email us before midnight on that day.

VI. Delivery, transfer of risk and title

1. We will contact you with an estimated delivery date. The estimated delivery date will be communicated to you within 30 calendar days after the date on which we email you to confirm our acceptance of your order. Occasionally our delivery to you may be affected by an Event Outside Our Control. See clause XIII for our responsibilities when this happens.
2. Delivery is complete once the Goods have been unloaded at the address for delivery set out in your order and the Goods will be at your risk from that time.
3. You own the Goods once we have received payment in full, including of all applicable delivery charges.
4. If we fail to deliver the Goods, our liability is limited to the cost of obtaining replacement goods of a similar description and quality in the cheapest market available, less the price of the Goods. However, we will not be liable to the extent that any failure to deliver was caused by an Event Outside Our Control, or because you failed to provide adequate delivery instructions or any other instructions that are relevant to the supply of goods.
5. If you fail to take delivery within 10 calendar days after the day on which we notified you that the Goods were ready for delivery, we may need to destroy the Goods. You will not be refunded if you fail to take delivery.

VII. International delivery

1. In addition to UK, we currently deliver to North America, EMEA and some destinations in Asia Pacific region (**International Delivery Destinations**). We are reviewing the countries that we deliver to regularly. Please contact orders@bit.bio to find out if we can deliver to your destination.
2. If you order Goods from our site for delivery to one of the International Delivery Destinations, we will deliver in accordance with DDP rules under the INCOTERMS 2020.
3. You must comply with all applicable laws and regulations of the country for which the Goods are destined. We will not be liable or responsible if you break any such law.

VIII. Price of goods and delivery charges

1. The prices of the Goods will be as quoted on our site at the time you submit your order.
2. Prices for our Goods may change from time to time, but changes will not affect any order you have already placed.
3. The price of Goods excludes VAT (where applicable) at the applicable current rate chargeable in the UK for the time being. However, if the rate of VAT changes between the date of your order and the date of delivery, we will adjust the VAT you pay, unless you have already paid for the Goods in full before the change in VAT takes effect.
4. The price of the Goods does not include delivery charges. Our delivery charges are as advised to you during the check-out process before you confirm your order.

IX. How to pay

1. You can pay for Goods using a debit card, credit card or by bank transfer. The cards that we accept are as shown to you during the check-out process before you confirm your order.
2. Payment for the Goods and all applicable delivery charges is in advance.

X. Our warranty for the goods

1. We do not warrant that the Goods comply with the laws, regulations or standards outside the UK.
2. Subject to you storing and handling the Goods in accordance with our instructions, we provide a warranty that on delivery and for a period of 12 months from delivery, the Goods shall:
 - a. subject to clause IV, conform in all material respects with their description; and
 - b. be free from material defects in design, material and workmanship.

3. Subject to clause X.4, if:
 - a. you give us notice in writing within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause X.2;
 - b. we are given a reasonable opportunity of examining the Goods; and
 - c. we ask you to do so, you return the Goods to us at your cost, we will, at our option, replace the defective Goods, or refund the price of the defective Goods in full.
4. We will not be liable for breach of the warranty set out in clause X.2 if:
 - a. you make any further use of the Goods after giving notice to us under clause X.3;
 - b. the defect arises as a result of us following any drawing, design or specification supplied by you;
 - c. you alter the Goods without our written consent;
 - d. the defect arises as a result of wilful damage, negligence, or abnormal storage, handling or working conditions; or
 - e. the Goods differ from their description or specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
5. We will only be liable to you for the Goods' failure to comply with the warranty set out in clause X.2 to the extent set out in this clause X.
6. Except as expressly stated in these Terms, we do not give any representations, warranties or undertakings in relation to the Goods. Any representation, condition or warranty which might be implied or incorporated into these Terms by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, we will not be responsible for ensuring that the Goods are suitable for your purposes.
7. These Terms also apply to any replacement Goods supplied by us to you.
8. You will indemnify us against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by us arising out of or in connection with any breach, negligent performance or failure or delay in performance of the Terms by you.

XI. Our liability: your attention is particularly drawn to this clause

1. References to liability in this clause XI include every kind of liability arising under or in connection with the Contract including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
2. We only supply the Goods for internal research use by your business, and you agree not to use the Goods for any resale purposes.
3. Nothing in these Terms limits or excludes our liability for:
 - a. death or personal injury caused by our negligence;
 - b. fraud or fraudulent misrepresentation;
 - c. breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or

- d. any other liability that cannot be limited or excluded by law.
- 4. Subject to clause XI.3, we will under no circumstances be liable to you for:
 - a. any loss of profits, sales, business, or revenue;
 - b. loss or corruption of data, information or software;
 - c. loss of business opportunity;
 - d. loss of anticipated savings;
 - e. loss of goodwill; or
 - f. any indirect or consequential loss.
- 5. Subject to clause XI.3, our total liability to you for all losses arising under or in connection with the Contract will in no circumstances exceed 100% of the price of the Goods.

XII. Termination

- 1. Without limiting any of our other rights, we may suspend the supply or delivery of the Goods to you, or terminate the Contract with immediate effect by giving written notice to you if:
 - a. you commit a material breach of any term of the Contract and (if such a breach is remediable) fail to remedy that breach within seven (7) days of you being notified in writing to do so;
 - b. you fail to pay any amount due under the Contract on the due date for payment;
 - c. you suspend, threaten to suspend, cease or threaten to cease to carry on all or a substantial part of your business; or
 - d. your financial position deteriorates to such an extent that in our reasonable opinion your capability to adequately fulfil your obligations under the Contract has been placed in jeopardy.
- 2. Termination of the Contract shall not affect your or our rights and remedies that have accrued as at termination.
- 3. Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

XIII. Events outside our control

- 1. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Contract that is caused by any act or event beyond our reasonable control (**Event Outside Our Control**).
- 2. If an Event Outside Our Control takes place that affects the performance of our obligations under the Contract:
 - a. we will contact you as soon as reasonably possible to notify you; and
 - b. our obligations under the Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects our delivery of Goods to you, we will arrange a new delivery date with you after the Event Outside Our Control is over.
- 3. You may cancel the Contract affected by an Event Outside Our Control which has continued for more than 60 calendar days. To cancel please contact us at orders@bit.bio.

XIV. Communications between us

1. When we refer to "in writing" in these Terms, this includes email.
2. Any notice given under or in connection with the Contract must be in writing and be delivered by hand, sent by pre-paid first class post or other next working day delivery service, or email.
3. A notice is deemed to have been received:
 - a. if delivered by hand, at the time the notice is left at the proper address;
 - b. if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second working day after posting; or
 - c. if sent by email, at 9.00 am the next working day after transmission.
4. 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 email, that such email was sent to the specified email address of the addressee.
5. The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

XV. General

1. **Data protection.** You agree to be bound by our privacy notice <https://www.bit.bio/privacy>. You agree to adhere to data protection and privacy laws as may be applicable to you.
2. **Assignment and transfer.**
 - a. We may assign or transfer our rights and obligations under the Contract to another entity.
 - b. You may only assign or transfer your rights or your obligations under the Contract to another person if we agree in writing.
3. **Variation.** Any variation of the Contract only has effect if it is in writing and signed by you and us (or our respective authorised representatives).
4. **Waiver.** If we do not insist that you perform any of your obligations under the Contract, or if we do not exercise our rights or remedies against you, or if we delay in doing so, that will not mean that we have waived our rights or remedies against you or that you do not have to comply with those obligations. If we do waive any rights or remedies, we will only do so in writing, and that will not mean that we will automatically waive any right or remedy related to any later default by you.
5. **Severance.** Each paragraph of these Terms operates separately. If any court or relevant authority decides that any of them is unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.
6. **Third party rights.** The Contract is between you and us. No other person has any rights to enforce any of its terms.
7. **Governing law and jurisdiction.** The Contract is governed by English law and each party irrevocably agrees to submit all disputes arising out of or in connection with the Contract to the exclusive jurisdiction of the English courts.