

# Consumable conditions of sale

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## 1 Definitions

1.1 In these terms and conditions:

1.1.1 "Business Day" means a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business;

1.1.2 "Buyer" means the party who places the Order.

1.1.3 "Conditions" means the terms and conditions set out in this document;

1.1.4 "Contract" means the contract between the Supplier and the Buyer for the sale and purchase of the Goods in accordance with these Conditions.

1.1.5 "Diagnostics Use" means use of Goods for in vitro testing for the diagnosis and/or on-going evaluation of a disease or medical condition of a human patient, including the prediction and/or monitoring of a response to a therapeutic agent in such patient;

1.1.6 "Force Majeure Event" means an event beyond a party's reasonable control.

1.1.7 "Goods" means those products as described in the Order.

1.1.8 "Order" means the Buyer's order for the Goods, either (i) as set out in the Buyer's purchase order form; or (ii) as agreed over the phone with the Supplier; or (iii) as placed via the Website.

1.1.9 "Research Use" means use of Goods other than for Diagnostic Use (or therapeutic use); Supplier specifically acknowledges and agrees that Research Use includes use of Goods to research and develop products for therapeutic use, Diagnostic Use, or both;

1.1.10 "Supplier" means SPT Labtech Limited; and

1.1.11 "Website" means [store.sptlabtech.com](https://store.sptlabtech.com).

## 2 Basis of Contract

2.1 These Conditions apply to the Contract to the exclusion of any other terms that the Buyer may seek to incorporate, or which are implied by trade, custom, practice or course of dealing. Any attempt to alter, supplement, or amend these Conditions will be null and void, unless otherwise agreed to in writing by the Supplier.

2.2 The Order constitutes an offer by the Buyer to purchase the Goods in accordance with these Conditions.

2.3 The Order shall only be deemed to be accepted when the Supplier either issues a written acceptance of the Order or by the Supplier shipping the ordered Goods to the Buyer, at which point the Contract shall come into existence.