

Cantium Scientific Limited's Standard Terms and Conditions of Business.

Last Modified 09/03/09

IMPORTANT: PLEASE READ CAREFULLY BEFORE USING THIS WEBSITE AND/OR PURCHASING SERVICES FROM CANTIUM SCIENTIFIC LIMITED

The terms and conditions set out below (the "Conditions") apply to the website owned, operated and controlled Cantium Scientific Limited (company number 4950217) whose registered office is at 15 Clarendon Gardens, Dartford, Kent DA2 6EY, Website at <http://www.cantiumscientific.com> (the "Website") (as accessed via that or any other address) and to all services provided by Cantium Scientific Limited. Using the Website and/or ordering any services from Cantium Scientific Limited you are deemed to have read and agreed to these Conditions.

Corporate Entities Please Note - Cantium Scientific Limited can supply services under different terms to the ones contained herein. If you have any such requirements please contact us. Unless you have a written contract in place with us to the contrary, all services fall under the terms herein.

Cantium Scientific Limited may, at any time, change, modify, add to or remove part or all of these Conditions. You should therefore check these Conditions periodically to see if they have changed. Your continued use of the Website and/or services provided Cantium Scientific Limited will be deemed to constitute acceptance you of any such changes.

If you are a consumer, the terms set out within these Conditions do not affect your statutory rights. However, please note Cantium Scientific Limited is primarily a business to business service provider.

A. CONDITIONS RELATING TO YOUR USE OF THE WEBSITE OR ANY OTHER SERVICES

Cantium Scientific Limited endeavours to ensure that the information on the Website is correct and fairly stated, but here excludes liability for any error or omission. The Website is not part of a contract or licences save insofar as may be expressly agreed by Cantium Scientific Limited in writing.

All designs, text, graphics and the compilation of all content on the Website are the copyright of Cantium Scientific Limited unless indicated otherwise. You may electronically copy or print portions of the Website for your own personal, non-commercial use. Any other use, including the reproduction, modification, distribution, transmission, re-publication, display or performance of the content on the Website in any media format is strictly prohibited. No links to the Website may be included in any other web site without express written authorisation from a director of Cantium Scientific Limited.

Any link (be it a hypertext link or other referral device) used on the Website is provided solely for the use and convenience of the visitor. The link does not represent any endorsement or recommendation by Cantium Scientific Limited and does not mean that Cantium Scientific Limited has any association with the linked site. Cantium Scientific Limited is not responsible for the content of any websites that have links with the Website or for the legal consequences of your entering into any contracts with the third parties that have these linked web sites. Cantium Scientific Limited does not accept any liability for any loss, damage, expense, costs or liability whatsoever incurred by you as a result.

Cantium Scientific Limited will use your information, together with other information, including any which you provide to Cantium Scientific Limited, for administration, marketing and customer services. Cantium Scientific Limited will **NOT** disclose your details to parties outside of Cantium Scientific or related companies except as described in our [Privacy Policy](#). You may, from time to time, when you are using the Website, be asked to provide or be provided with a password to enable you to access certain services. You must, at all times keep your password private and confidential and you may not permit third parties to use your password.

Cantium Scientific Limited will **NOT** release your details to business partners. However, Cantium Scientific Limited may contact you by mail, telephone, email, SMS or fax to let you know about any Cantium Scientific Limited goods, services or promotions relevant to the services provided to you by Cantium Scientific Limited.

Further details of Cantium Scientific Limited's use of your information are set out in the Cantium Scientific Limited [Privacy Policy](#).

Cantium Scientific Limited will not be liable for any loss, damage, expense, costs, delays or other liability whatsoever (including, without limitation, any financial losses such as loss of profit) which you may incur as a result of any event beyond Cantium Scientific Limited's reasonable control (including without limitation any failure of transmission, communication, computer or other facilities or your inability to access the site for any reason or any failure, error or delay in the sending or receiving of any notice or communication or instruction through the post or any electronic medium).

Nothing within these Conditions operates so as to exclude, limit or restrict Cantium Scientific Limited's liability for death or personal injury.

These disclaimers, exclusions and conditions shall be governed and construed in accordance with the law of England and Wales. If any provision shall be unlawful, void or for any reason unenforceable then that provision shall be deemed severable and shall not affect the validity and enforceability of the remaining provisions.

B. GENERAL CONDITIONS RELATING TO THE PROVISION OF SERVICES

1 Definitions

In the following Conditions unless the context otherwise requires the following terms shall have the following meanings:

"Bankruptcy or Insolvency Proceedings" bankruptcy proceedings, sequestration proceedings, becoming insolvent, making any composition or arrangement with creditors or an assignment for their benefit, any execution, distress, diligence or seizure, being the subject of proceedings for the appointment of an administrator, going into liquidation whether voluntary or compulsory (except for the purpose of amalgamation or reconstruction) or having a receiver or administrative receiver of any assets appointed;

"Contract" the contract for the provision of Services between Cantium Scientific Limited and you incorporating these Conditions, the Cantium Scientific Limited Order Form (where completed by yourself and accepted by Cantium Scientific Limited) and (where applicable) the Price List or as set out in the applicable Separate Contract;

"Fee" the fees (including any applicable VAT) due for the provision of the Services as set out in the Price List or, in the absence of provision in the Price List, the fees for the provision of the Services agreed between you and Cantium Scientific Limited as detailed in the applicable Order Form accepted by Cantium Scientific Limited in writing;

"General Conditions" the general conditions relating to the provision of services set out in Section B of these Conditions;

"Intellectual Property Rights" any and all intellectual property rights and similar rights including, without limitation, patents, trademarks or trade names, service marks, brand names, registered designs, design rights, rights in databases, Know-How, copyrights whether or not registered or capable of registration and whether subsisting in the United Kingdom or any other part of the world together with all or any goodwill relating or attached thereto and all extensions and renewals thereto;

"Know-How" any and all know-how, confidential information, experience, drawings, designs, source code, programs, code, notes, flowcharts, other technical information including the benefit of obligations of confidentiality in relation thereto howsoever arising;

"Minimum Contract Term" any minimum contract term applicable in respect of the provision of Services as specified in the relevant Contract;

"Order Form" the Cantium Scientific Limited on line order form;

"Price List" Cantium Scientific Limited's published charges for the provision of the Services from time to time, be it on a comprehensive list or listed against an individual item or service;

"Separate Contract" any separate contract for the provision of Services entered into by you and Cantium Scientific Limited;

"Services" the Cantium Scientific Limited Service, the goods, service or facility provided to you Cantium Scientific Limited as detailed on the relevant Order Form and/or as accessed or used by you via the Website;

"Site" the premises or location at which a Service is or is to be provided

"Specific Conditions" the specific conditions relating to the provision of specific categories of services set out in Section C of these Conditions;

2 Basis of Provision of Services

2.1 Save as provided in clauses 2.2 and 2.3 these General Conditions apply to each and any provision of Services to you by Cantium Scientific Limited to the exclusion of all other conditions, agreements, understandings or arrangements not set out in the applicable Contract.

2.2 The applicable Specific Conditions are also included in each Contract for the provision of Services.

2.3 Certain Services are provided by Cantium Scientific Limited on the terms of Separate Contracts. If you enter into a Separate Contract with Cantium Scientific Limited in relation to the provision of any Services the terms of that Separate Contract shall take priority over these Conditions.

3 Fees and Payment

3.1 In consideration of the payment of the appropriate Fees, Cantium Scientific Limited will provide the Services. The appropriate Fees for the provision of Services are such Fees as are expressly agreed in writing by you and Cantium Scientific Limited in respect of the Services or, in default of such agreement, such Fees as are calculated in accordance with the Price List in force at the time you submit a completed Order Form for the provision of the Services to Cantium Scientific Limited.

3.2 All Fees must be paid in full, upon receipt, without set off or deduction in UK pounds sterling either:

3.2.1 debit or credit card when you make your order if you complete an Order Form on line; or

3.2.2 payment of Cantium Scientific Limited's invoice by debit or credit card, bank transfer, cash or cheque within the terms stated on the invoice if you submit a purchase order with unique reference number on an Order Form, fax or post.

You can find details of the credit and debit cards that are accepted Cantium Scientific Limited following the "shop" link on the Website. Please note that if you make payment by cheque and your bank returns the cheque to Cantium Scientific Limited unpaid, you may be liable for an administrative fee of £25. Cantium Scientific Limited may also make an administrative charge for refunding credit card transactions.

3.3 Fees are quoted by Cantium Scientific Limited (whether in the Price List or otherwise) exclusive of Value Added Tax. If Value Added Tax is applicable, you must pay it in addition to the quoted Fee at the rate prescribed law.

3.4 Cantium Scientific Limited reserves the right to increase the Fees for Services in respect of which it has entered into a Contract with you upon 14 days prior written notice to you.

3.5 Without prejudice to Cantium Scientific Limited's other rights and remedies under these Conditions and/or at law, if any sum payable is not paid on or before the due date, Cantium Scientific Limited shall be entitled forthwith to:

3.5.1 withhold or, where provision of the Services has commenced, suspend the provision of Services to you; and/or

3.5.2 charge interest (both before and after judgment) at a rate of 5% over the base rate from time to time of Abbey National Plc Business Banking Services on the overdue sum; and/or

3.5.3 charge you an administration fee in respect of time spent and costs incurred Cantium Scientific Limited in taking steps to recover payment of the due sums.

3.6 we reserve the right to attempt to recover monies for outstanding invoices by contacting the email address or owner email address for the account, or by any other contact details we have been provided pertaining to that account.

3.7 Cantium Scientific Limited reserves the right to charge a Fee for support or administration which is deemed by Cantium Scientific Limited to be outside the scope of normal services. This may include any support out of office hours, support or administration not directly related a service. In any event, the final decision as to whether support will be chargeable will lie with Cantium Scientific Limited and notified to the customer in advance of provision of such support. Fees will be charged per hour or part thereof and rates are available on request. The charge and payment of the Fee does not constitute that the result of the support actions shall be correct or free from errors.

4 Warranties and Returns

4.1 Cantium Scientific Limited warrants that it will provide the Services with reasonable care and skill.

4.2 All conditions, terms, warranties and representations, whether imposed statute, operation of law or otherwise, that are not expressly stated in these Conditions are here excluded to the fullest extent permitted by law.

4.3 All goods supplied by cantium scientific, unless otherwise agreed in writing, shall carry twelve months warranty effective from the date of despatch to you.

4.4 Any deficiency or if goods are not operating within specification within the 12 month period must be returned to Cantium Scientific Limited where they will be replaced or repaired at the discretion of Cantium Scientific Limited.

4.5 Prior to any return of goods, Cantium Scientific Limited must be contacted to receive a returns/repair number.

4.6 Any goods received and no longer wanted may be returned for a full refund within 14 days of receipt. Refunds will only be made if the goods are in the original packaging and have not been used. Cantium Scientific Limited may charge a re-stocking fee to cover costs, particularly in the case of large quantities or small value items. Such costs will be made known in advance of the goods being returned.

5 Intellectual Property Ownership

All Intellectual Property Rights in and to the Services provided by Cantium Scientific Limited are, as between you and Cantium Scientific Limited, the property of and shall vest in and be the property of Cantium Scientific Limited.

6 Use of the Services

6.1 You represent, undertake and warrant to Cantium Scientific Limited that you will use Services provided Cantium Scientific Limited only for lawful purposes. In particular, you represent, warrant and undertake that:

6.1.1 you will not use the Services in any manner which infringes any law or regulation or which infringes the rights of or, causes annoyance, inconvenience or needless anxiety to any third party, nor will you authorise or permit any other person to do so;

6.1.2 you will not use the Services to post, link to or transmit:

(a) any material which is unlawful, threatening, abusive, malicious, defamatory, obscene, pornographic, blasphemous, profane or otherwise objectionable in any way;

(b) any material containing a virus or other hostile computer program; and/or

(c) any material which constitutes, or encourages the commission of, a criminal offence or which infringes any intellectual property right;

6.1.3 you will keep secure any identification, password and other confidential information relating to the Services and shall notify Cantium Scientific Limited immediately of any known or suspected unauthorised use of your account or breach of security, including loss, theft or unauthorised disclosure of your password or other security information;

6.1.4 you will observe the procedures which Cantium Scientific Limited may from time to time prescribe and shall make no use of the Services which is detrimental to Cantium Scientific Limited's other customers;

6.1.5 you will procure that the Services are used in accordance with all applicable legislation (including data protection legislation) and in a secure manner;

6.1.6 (if you are an individual), you are using the services for business use and are at least 18 years of age; and

6.1.7 (if you are a company), the Services will not be used anyone under the age of 18 years.

6.2 Whilst Cantium Scientific Limited will use reasonable endeavours to ensure the integrity and security of the Services, Cantium Scientific Limited does not guarantee that the Services will be error or interruption free or free from unauthorised users or hackers.

6.3 Cantium Scientific Limited may from time to time:

6.3.1 temporarily suspend part or all of the Services without notice for the purposes of repair, maintenance or improvement. Cantium Scientific Limited undertakes to use reasonable endeavours to restore the Services as soon as possible after any such suspension;

6.3.2 give instructions regarding the use of the Services which in Cantium Scientific Limited's reasonable opinion are necessary in the interests of safety or to maintain or improve the quality of the Services provided Cantium Scientific Limited and any such instructions shall, whilst they are in force, be deemed to form part of the Contract between You and Cantium Scientific Limited; and/or

6.3.3 vary the technical specification of the Services for operational needs.

7 Termination

7.1 Cantium Scientific Limited may terminate its Contract with you at any time, immediately upon written notice via post or email if you:

7.1.1 breach any term of the Contract; or

7.1.2 are subject to Insolvency Proceedings.

7.1.3 if Cantium Scientific Limited consider your behaviour or interaction with any member of Cantium Scientific Limited staff to be inappropriate or abusive. In such an event, the final decision shall rest with Cantium Scientific Limited without burden of proof.

7.1.4 refuse to comply with any of Cantium Scientific Limited's prescribed methods of interacting with Cantium Scientific Limited, which may change from time to time to account for Cantium Scientific Limited working practices.

7.2 Either you or Cantium Scientific Limited may terminate your Contract at any time upon at least 30 days notice to the other expiring on the last day of the Minimum Contract Term (if any) or at any time thereafter. If no Minimum Contract Term is specified, the Minimum Contract Term shall be deemed to equal the period for which the services were purchased. The notice to terminate shall take effect upon the last day of the notice period. In any event you must pay the Fees for all Services provided to you up to and including the date of termination or the Minimum Contract Term whichever is the later date.

7.3 Cantium Scientific Limited reserves the right to terminate any Contract at any time (notwithstanding any Minimum Contract Term) giving to you not less than 30 days prior written notice of termination. If Cantium Scientific Limited terminates your Contract under this clause 7.3 it will refund any Fees that you have paid in advance for Services that, as a result of Cantium Scientific Limited's termination of the Contract, You will not receive.

7.4 Termination and/or expiry of your Contract is without prejudice to any rights and/or liabilities accrued as at the date of expiration or termination.

7.5 On termination or suspension of Services under the Contract Cantium Scientific Limited shall be entitled to immediately block Service provided to You by Cantium Scientific Limited as part of the Services and to remove all information associated. Cantium Scientific Limited shall be entitled to delete all such information but Cantium Scientific Limited may, at its discretion, hold such information for such period as Cantium Scientific Limited may decide, to allow you to collect it at your expense, subject to payment in full of any amount outstanding under Contract and payable to Cantium Scientific Limited.

8 Notices

Any notice to be given by You or Cantium Scientific Limited to the other may be sent by either email, fax or recorded delivery to the address of the other party as appearing in the relevant Contract (or, in the case of Cantium Scientific Limited, as appearing on the Website) or such other address as either party may from time to time have communicated to the other in writing. If sent by email a notice shall, unless the contrary is proved, be deemed to be received on the day it was sent or if available when a delivery notification was received, if sent by fax, shall be deemed to be served on receipt of an error free transmission report or, if sent recorded delivery, shall be deemed to be served two days following the date of posting.

9 Matters Beyond Cantium Scientific Limited's Reasonable Control

Cantium Scientific Limited is not liable for any breach of Contract or any delay or failure in its performance of any of its obligations under a Contract when caused as a result of any matter beyond its reasonable control including, but not limited to, war, civil disorder, act of terrorism, industrial disputes, adverse or extreme weather, acts of local or central government or other competent authorities or failure of other service providers, registries or other suppliers.

10 Liability

10.1 Cantium Scientific Limited shall not in any way be liable for any loss of profits, anticipated savings, goodwill or business opportunity, for the loss, corruption or destruction of data, for injury to reputation or third party losses or for indirect, consequential or special loss or damage regardless of form of action, whether in tort (including negligence) contract, strict liability or otherwise and regardless of whether Cantium Scientific Limited knew or had reason to know of the possibility of the loss, injury or damage in question.

10.2 Nothing in these Conditions shall operate so as to exclude Cantium Scientific Limited's liability for death or personal injury resulting from its negligence or for fraudulent misrepresentation.

10.3 Cantium Scientific Limited's total aggregate liability under any Contract for any claim arising out of or in connection with the provision of the Services shall be limited to the Fees paid you in respect of the Services which are the subject of any such claim.

10.4 In any event no claim shall be brought against Cantium Scientific Limited unless you notify Cantium Scientific Limited of the claim within two years of it arising.

11 Indemnity

You shall indemnify and hold Cantium Scientific Limited harmless from and against any breach by you of these Conditions and/or the terms of any Contract and any claim brought against Cantium Scientific Limited by a third party resulting from the provision of Services to you and your use of the Services other than in accordance with the terms of these Conditions and the applicable Contract.

12 Waiver

The failure or delay of Cantium Scientific Limited to enforce or exercise, at any time or for any period of time, any term of or any right, power or privilege arising pursuant to the Contract does not constitute and shall not be construed as a waiver of such term or right and shall in no way affect Cantium Scientific Limited's right later to enforce or exercise it. No single or partial exercise of any remedy, right, power or privilege preclude any further exercise of the same or the exercise of any other remedy, right, power or privilege.

13 Validity

The invalidity or unenforceability of any term of or any right arising pursuant to this Agreement shall not in any way affect the remaining terms or rights which shall be construed as if such invalid or unenforceable term or right did not exist.

14 Third Party Rights

Nothing in this Agreement shall be construed so as to confer any benefit or impose any obligation upon any person who is not a party to it whether under the Contracts (Right of Third Parties) Act 1999 or otherwise.

15 Headings

The headings in these Conditions are for ease of reference only and shall not affect the interpretation of the Conditions.

16 Language

All documentation and correspondence in connection with this Agreement shall be in the English language.

17 Law and Jurisdiction

The construction, validity and performance of these Conditions and each and every Contract is governed the law of England and Wales and the parties accept the exclusive jurisdiction of the courts of England and Wales.

C. SPECIFIC CONDITIONS

None applicable at this time.