

New Account Application



Essex Scientific Laboratory Supplies Limited TERMS AND CONDITIONS FOR USE.

THESE TERMS AND CONDITIONS APPLY TO ALL PURCHASES FROM ESSEX SCIENTIFIC LABORATORY
SUPPLIES LIMITED (ESSLAB) AND/OR MICROLAB TECHNOLOGIES LIMITED.

BY PLACING AN ORDER, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS.

Our company registration number is 1644314.

Our VAT registration number is GB 368 7844 90 We are a member of the following trade associations/professional bodies:

None

Our contact details are as follows:

Trading address: 356-358 Prince Avenue, Westcliff-on-Sea, Essex, United Kingdom, SS0 0NF

General email: sales@esslab.com

Telephone number: +44 (0)1702 555577

Fax number +44 (0)1702 551772

Essex Scientific Laboratory Supplies Ltd are completely dedicated to your total satisfaction.

If you have any suggestions or comments please email us at sales@esslab.com

Making A Purchase

1. INTRODUCTION

1.1 You will be able to access most areas of this Website without registering your details with us. Certain areas of this Website are only open to you if you register.

1.2 We may revise these terms and conditions at any time by updating this posting. You should check this Website from time to time to review the then current terms and conditions, because they are binding on you. Certain provisions of these terms and conditions may be superseded by expressly designated legal notices or terms located on particular pages of this Website. If you do not wish to accept any new terms and conditions after we have given notice, you should not continue to use this Website.

2. ORDERING FROM US

2.1 You are deemed to place an order with us by ordering via our online checkout process. As part of our checkout process you will be given the opportunity to check your order and to correct any errors. We will send you an order acknowledgement, detailing the products you have ordered.

2.2 Our acceptance of an order takes place when we despatch the order. When we despatch the order the purchase contract will be made even if your payment has been processed immediately, unless we have notified you that we do not accept your order or you have cancelled your order. 2.3 We may refuse to accept an order: (a) Where goods are not available; (b) Where we cannot obtain authorisation for your payment; (c) If there has been a pricing or product description error; or (d) If you do not meet any eligibility criteria set out in our terms and conditions.

New Account Application



3. PRICING

3.1 All prices exclude VAT. We reserve the right to express the price exclusive of VAT, but we shall show VAT separately and include it in the total price.

3.2 Where we charge separately for packing, carriage and insurance and other relevant charges, the appropriate rates are set out in our specified pricing structure shown elsewhere on this Website.

3.3 Our prices are reviewed periodically. Making a purchase could not be easier. Just browse our Catalog, and click on any items that you wish to buy and put them into the shopping cart. After you have finished your selection, click on "Order" and you will be asked for a few details that we need to be able to satisfy the order.

We accept credit card payments using Visa, Company Purchasing Cards and Mastercard. Payment is collected in full from account via your debit or credit card on receipt of order. If this is not acceptable please contact us to make other arrangements on +44 (0)1702 555577.

All invoicing will be in U.S. Dollars. ESSLAB endeavour to ensure all pricing is correct, however - e & o.e Accepted Cancellation of orders can only be processed with agreement in writing by ESSLAB. A Cancellation fee of 20% of the order value will be applied by ESSLAB and also transport charges sending the goods back to the supplier may also be applied.

5. LICENCE

5.1 You are permitted to print and download extracts from this Website for your own use on the following basis: (a) No documents or related graphics on this Website are modified in any way; (b) No graphics on this Website are used separately from accompanying text; and (c) Any of our copyright and trade mark notices and this permission notice appear in all copies.

5.2 Unless otherwise stated, the copyright and other intellectual property rights in all material on this Website (including without limitation photographs and graphical images) are owned by us or our licensors. For the purposes of these terms and conditions, any use of extracts from this Website other than in accordance with clause 5.1 above for any purpose is prohibited. If you breach any of the terms in these terms and conditions, your permission to use this Website automatically terminates and you must immediately destroy any downloaded or printed extracts from this Website.

5.3 Subject to clause 5.1, no part of this Website may be reproduced or stored in any other website or included in any public or private electronic retrieval system or service without our prior written permission.

5.4 Any rights not expressly granted in these terms are reserved.

6. SERVICE ACCESS

6.1 While we endeavour to ensure that this Website is normally available 24 hours a day, we will not be liable if for any reason this Website is unavailable at any time or for any period.

6.2 Access to this Website may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond our control.

New Account Application



7. VISITOR MATERIAL AND CONDUCT

7.1 Other than personally identifiable information, which is covered under the Privacy Policy, any material you transmit or post to this Website will be considered non-confidential and non-proprietary. We will have no obligations with respect to such material. We and our nominees will be free to copy, disclose, distribute, incorporate and otherwise use such material and all data, images, sounds, text and other things embodied therein for any and all commercial or non-commercial purposes.

7.2 You are prohibited from posting or transmitting to or from this Website any material: (a) That is threatening, defamatory, obscene, indecent, seditious, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, blasphemous, in breach of confidence, in breach of privacy or which may cause annoyance or inconvenience; (b) For which you have not obtained all necessary licences and/or approvals; (c) Which constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law of or infringe the rights of any third party, in the UK or any other country in the world; or (d) Which is technically harmful (including, without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data).

7.3 You may not misuse the Website (including, without limitation, by hacking).

7.4 We will fully co-operate with any law enforcement authorities or court order requesting or directing us to disclose the identity or locate anyone posting any material in breach of clauses 7.2 or 7.3.

8. LINKS TO AND FROM OTHER WEBSITES

8.1 Links to third party websites on this Website are provided solely for your convenience. If you use these links, you leave this Website. We have not reviewed all of these third party websites and do not control and are not responsible for these websites or their content or availability. We therefore do not endorse or make any representations about them, or any material found there, or any results that may be obtained from using them. If you decide to access any of the third party websites linked to this Website, you do so entirely at your own risk.

8.2 If you would like to link to this Website, you may only do so on the basis that you link to, but do not replicate, the home page of this Website, and subject to the following conditions: (a) You do not remove, distort or otherwise alter the size or appearance of the ESSLAB logo; (b) You do not create a frame or any other browser or border environment around this Website; (c) You do not in any way imply that we are endorsing any products or services other than our own; (d) You do not misrepresent your relationship with us nor present any other false information about us; (e) You do not otherwise use any ESSLAB trade marks displayed on this Website without our express written permission; (f) You do not link from a website that is not owned by you; and (g) Your website does not contain content that is distasteful, offensive or controversial, infringes any intellectual property rights or other rights of any other person or otherwise does not comply with all applicable laws and regulations. We expressly reserve the right to revoke the right granted in this clause 8.2 for breach of these terms and to take any action we deem appropriate.

8.3 You shall fully indemnify us for any loss or damage we or any of our group companies may suffer or incur as a result of your breach of clause 8.2.

New Account Application



9. REGISTRATION

9.1 To register with www.esslab.com / www.microlabtech.co.uk you must be over eighteen years of age.

9.2 Each registration is for a single user only. We do not permit you to share your user name and password with any other person nor with multiple users on a network.

9.3 Responsibility for the security of any passwords issued rests with you and if you know or suspect that someone else knows your password, you should contact us immediately.

9.4 We may suspend or cancel your registration immediately at our reasonable discretion or if you breach any of your obligations under these terms and conditions.

10. DISCLAIMER

10.1 While we endeavour to ensure that the information on this Website is correct, we do not warrant the accuracy and completeness of the material on this Website. We may make changes to the material on this Website, or to the products and prices described in it, at any time without notice. The material on this Website may be out of date, and we make no commitment to update such material.

10.2 The material on this Website is provided "as is" without any conditions, warranties or other terms of any kind. Accordingly, to the maximum extent permitted by law, we provide you with this Website on the basis that we exclude all representations, warranties, conditions and other terms (including, without limitation, the conditions implied by law of satisfactory quality, fitness for purpose and the use of reasonable care and skill) which but for these terms and conditions might have effect in relation to this Website.

11. LIABILITY

11.1 We, any other party (whether or not involved in creating, producing, maintaining or delivering this Website), and any of our group companies and the officers, directors, employees, shareholders or agents of any of them, exclude all liability and responsibility for any amount or kind of loss or damage that may result to you or a third party (including without limitation, any direct, indirect, punitive or consequential loss or damages, or any loss of income, profits, goodwill, data, contracts, use of money, or loss or damages arising from or connected in any way to business interruption, and whether in tort (including without limitation negligence), contract or otherwise) in connection with this Website in any way or in connection with the use, inability to use or the results of use of this Website, any websites linked to this Website or the material on such websites, including but not limited to loss or damage due to viruses that may infect your computer equipment, software, data or other property on account of your access to, use of, or browsing this Website or your downloading of any material from this Website or any websites linked to this Website.

11.2 Nothing in these terms and conditions shall exclude or limit our liability for (i) death or personal injury caused by negligence (as such term is defined by the Unfair Contract Terms Act 1977); (ii) fraud; (iii) misrepresentation as to a fundamental matter; or (iv) any liability which cannot be excluded or limited under applicable law.

11.3 If your use of material on this Website results in the need for servicing, repair or correction of equipment, software or data, you assume all costs thereof.

11.4 You agree to indemnify us fully, defend and hold us, and our officers, directors, employees and agents, harmless from and against all claims, liability, damages, losses, costs (including reasonable legal fees) arising out of any breach of the terms and conditions by you, or your use of this Website, or the use by any other person using your registration details.

New Account Application



12. GOVERNING LAW AND JURISDICTION 12.1 These terms and conditions shall be governed by and construed in accordance with English law. Disputes arising in connection with these terms and conditions shall be subject to the exclusive jurisdiction of the English courts.

12.2 We do not warrant that materials/items for sale on the Website are appropriate or available for use outside the United Kingdom. It is prohibited to access the Website from territories where its contents are illegal or unlawful. If you access this Website from locations outside the United Kingdom, you do so at your own risk and you are responsible for compliance with local laws.

13. MISCELLANEOUS

13.1 You may not assign, sub-license or otherwise transfer any of your rights under these terms and conditions

13.2 If any provision of these terms and conditions is found by any court of competent jurisdiction to be invalid, the invalidity of that provision will not affect the validity of the remaining provisions which shall continue to have full force and effect.

13.3 Only the parties to these terms and conditions may seek to enforce them under the Contracts (Rights of Third Parties) Act 1999. Shipping And Handling ESSLAB use ANC Express as our next-day courier to anywhere in the U.K., and DHL International for anywhere in the World, as part of our customer services, should you wish to track your parcel please contact us for your tracking number.

Prices on shipments outside the UK are quoted after processing your order due to different factors such as dimensions of package, dimensional weight etc... and the individual countries locations. ESSLAB will fax over an order acknowledgement to you confirming all costs including the £15.00 bank charge we apply for receiving a BACS payment from abroad. All of our shipping charges include insurance. Delivery Schedule Using ANC Express as our courier services, all goods in stock will be delivered on a next day service with timed services available upon request. All items out of stock normally take 3 to 4 working days. At most some products can take up until 2 weeks to arrive. Unless otherwise informed to you by an email from ESSLAB. Refrigeration equipment is shipped direct from the manufacturer, and carriage costs cannot be calculated until, we know the service required and your delivery address.

Back Orders: If your item is not in stock, we will back order for you and inform you of the expected shipment date Tax Charges For orders made from the UK 15% VAT is added. All other orders are VAT free and you should click the exempt button to reduce VAT to zero .

For countries inside the European Union we require your VAT registration number to process your order VAT exempt. Credit Card Security All credit card numbers are encrypted in the software when the order is placed using 128 bit encryption. They are only decrypted after they reach our computer. They are not held in clear text on any web site. We accept credit card payments using Visa, Company Purchasing Cards and Mastercard. We currently do not accept AMEX (American Express) Payment is collected in full from account via your debit or credit card on receipt of order. If this is not acceptable please contact us to make other arrangements on +44 (0)1702 555577.

New Account Application



Guarantee: We guarantee your satisfaction. Reaching Us If you need to reach us, please email us on sales@esslab.com alternatively, you can call on +44 (0)1702 555577 or fax us on +44 (0)1702 551772 or write to us at Crucible House, Endway, Hadleigh, Benfleet, Essex SS7 2AN United Kingdom Privacy Policy. Essex Scientific Laboratory Supplies Ltd do not disclose buyers' information to third parties. Cookies are used on this shopping site to keep track of the contents of your shopping cart once you have selected an item, to store delivery addresses if the address book is used and to store your details if you select the 'Remember Me' Option .Data collected by this site is used to: a. Take and fulfil customer orders b. Administer and enhance the site and service c. Only disclose information to third-parties for goods delivery purposes Essex Scientific Laboratory Supplies Ltd do not disclose buyers' information to third parties.

Cookies are used on this shopping site to keep track of the contents of your shopping cart once you have selected an item, to store delivery addresses if the address book is used and to store your details if you select the 'Remember Me' Option. Data collected by this site is used to: a. Take and fulfil customer orders b. Administer and enhance the site and service c. Only disclose information to third-parties for goods delivery purposes

PRIVACY POLICY ESSLAB is committed to preserving the privacy of all visitors to our websites at www.esslab.com / www.microlabtech.co.uk. Please read the following privacy policy to understand how we use and protect the information that you provide to us. By registering or placing an order on this website, you consent to the collection, use and transfer of your information under the terms of this policy.

INFORMATION THAT WE COLLECT FROM YOU

When you visit, register or order products or services on www.esslab.com / www.microlabtech.co.uk, you may be asked to provide certain information about yourself including your name, contact details and credit or debit card information. We may also collect information about your usage of our website as well as information about you from messages you post to the website and e-mails or letters you send to us. To maintain customer service standards and to assist staff training, we may record and monitor incoming calls.

USE OF YOUR INFORMATION

Your information will enable us to provide you with access to all parts of our website and to supply the goods or services you have requested. It will also enable us to bill you and to contact you where necessary concerning your orders. We will also use and analyse the information we collect so that we can administer, support, improve and develop our business. In particular, we may use your information to contact you for your views on our services and to notify you occasionally about important changes or developments to the websites or our services. Further, where you have consented, we might also use your information to let you know by email about other products and services which we offer which may be of interest to you. If you change your mind about being contacted in the future, please let us know.

New Account Application



DISCLOSURE OF YOUR INFORMATION

The information you provide to us may be accessed by or given to third parties some of whom may be located outside the European Economic Area who act for us for the purposes set out in this policy or for other purposes approved by you.

Those parties process information, fulfil and deliver orders, process credit card payments and provide support services on our behalf. We may also pass aggregate information on the usage of our website to third parties but this will not include information that can be used to identify you.

Where you have consented when providing us with your details, we may also allow other companies in our group, to contact you occasionally about products and services which may be of interest to you. They may contact you by e-mail. If you change your mind about being contacted by these companies in the future, please let us know at sales@esslab.com.

Finally, if our business enters into a joint venture with or is sold to or merged with another business entity, your information may be disclosed to our new business partners or owners.

Countries outside the European Economic Area do not always have strong data protection laws. However, we will always take steps to ensure that your information is used by third parties in accordance with this policy.

Unless required to do so by law, we will not otherwise share, sell or distribute any of the information you provide to us without your consent.

COOKIES

Cookies are small amounts of information which we may store on your computer. Unless you have indicated your objection when disclosing your details to us, our system will issue cookies to your computer when you log on to the site. Cookies make it easier for you to log on to and use the site during future visits. They also allow us to monitor website traffic and to personalise the content of the site for you. You may set up your computer to reject cookies by following the relevant instructions which can be found at www.aboutcookies.org. In that case, you may not be able to use certain features on our site. If you do not wish to receive cookies in the future, please let us know at sales@esslab.com.

SECURITY AND DATA RETENTION

We employ security measures to protect your information from access by unauthorised persons and against unlawful processing, accidental loss, destruction and damage. We will retain your information for a reasonable period or as long as the law requires.

ACCESSING AND UPDATING

You are entitled to see the information held about you and you may ask us to make any necessary changes to ensure that it is accurate and kept up to date. If you wish to do this, please contact us at sales@esslab.com. We are entitled by law to charge a fee of £10 to meet our costs in providing you with details of the information we hold about you.

CHANGES TO OUR PRIVACY POLICY

Any changes to our privacy policy in the future will be posted to the website and, where appropriate, through e-mail notification.

New Account Application



CONTACT

All comments, queries and requests relating to our use of your information are welcomed and should be addressed to sales@esslab.com.

Create links to this Privacy Policy in your website pages wherever you collect relevant customer information. Use the suggested wording below to allow them to consent to future messages from you:-

Please tick if you would like to receive details of our products and services in the future by email [tick box]

By ticking the appropriate box you confirm that you agree to our using your information for the stated purpose in accordance with this Privacy Policy.

Returns Policy

Always contact customer services before sending goods back on +44 (0)1702 555577. The customer service co-ordinator will fax over a return note form to yourselves which must accompany the goods and make the necessary arrangements, where necessary request other relevant documentation. You will have a 30 day window from authorisation date, otherwise the request will be closed and no further action taken by our company.

Returns are accepted only with prior authorisation. Failure to comply will result in no action taken by our company.

CANCELLATION AND RETURNS POLICY

4.1 If you wish to cancel your order: (a) You can notify us by email to sales@esslab.com before we have dispatched the goods to you; or (b) Where goods have already been dispatched to you, by returning goods to us in accordance with clause 4.2 below.

4.2 You can return goods you have ordered from us for any reason at any time within 30 days of receipt. A restocking charge of 20% of the value of the goods will be made, the remaining 80% will be refund. A returns Note Number MUST be obtained before the good are returned. The costs of returning goods to us shall be borne by you.

4.3 Upon receipt of the goods we will give you a full refund of the amount paid or an exchange credit as required.

4.4 The rights to return the goods to us as referred to in clause 4.3 will not apply in the following circumstances: - In the event that the product has been used or is contaminated.

A decontamination certificate Must be completed before the good will be accepted by our returns department.

To any products that we have made or customised specifically for you The provisions of this clause 4.4 do not affect your statutory rights.