

## **PRODUCT DISCLAIMER**

- 1.1 In this disclaimer: -
  - (a) a reference to 'the **Company**' shall be a reference to Prozomix Limited, a private company limited by shares and incorporated under the laws of England and Wales under registered company number 6517696 whose registered address is Station Court Haltwhistle Northumberland NE49 9HN, and shall include any subsidiaries of the Company;
  - (b) a reference to '**Product**' shall be a reference to any product sold or supplied by the Company, including any product developed by the Company or purchased by the Company from another source, to a third party, be that third party an individual, company or other corporate body.
- 1.2 The provisions of this disclaimer shall be for the sole benefit of the Company. Every provision of this disclaimer shall be effective irrespective of any negligent act, fault, or breach on the part of the Company.
- 1.3 Any Product sold or supplied by the Company is sold or supplied on the basis that the Product is used and/or handled only by a person who is sufficiently competent, qualified, and experienced to work in the necessary capacity, with that Product.
- 1.4 All Products are sold or supplied for the purpose of laboratory research only, and should not be used for any other purpose including but not limited to use in relation to foods, drugs, medical devices, cosmetics, agricultural or pesticide agents, household chemicals or for diagnostic purposes.
- 1.5 The Company provides no warranty, and it shall not be implied, whether through any Product description or otherwise, that any Product conforms to, or is suitable for any specific purpose, unless written confirmation of such a warranty as to suitability of a Product for purpose addresses a specific product and purchaser, and is signed by a director of the Company.
- 1.6 The Company takes no responsibility for evaluating the safety or risk levels of any Product, nor has any Product been evaluated for its safety by the Foods Standards Agency, any government department, or any other agency.
- 1.7 The purchaser of any Product is itself responsible for the thorough verification of the potential risks and hazards associated with its intended use of the Product.
- 1.8 The Company is not responsible for any damage or deterioration in the state or condition of a Product, which is caused during the course of transit, or otherwise, after it has been dispatched by the Company. The Company shall take reasonable precautions to ensure that all Products are dispatched in an appropriate manner to minimise the risk of any damage occurring to a Product.

In the event that a purchaser notifies the Company that a Product received is damaged as a result of transportation, and returns the product to the Company for analysis, the Company may in its absolute discretion provide replacement goods to the purchaser but shall be under no obligation to do so.

- 1.9 The Company shall take reasonable steps (whether through the European Patent Office or otherwise) to assess whether its Products hold any intellectual property rights, which shall include all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.
- 1.10 Patent and other intellectual property applications and registrations which take place after the date of the Company's intellectual property enquiry mean that the Company cannot conclusively confirm to any prospective purchaser or recipient of a Product, that a Product does or does not hold any intellectual property rights. A prospective purchaser should rely on the results of its own intellectual property enquiries.
- 1.11 The Company may offer technical support to purchasers, and recipients of its Products, and reserves the right to convey any queries to a relevant supplier or other third party. Any technical support provided by the Company to a purchaser or recipient of a Product shall be provided only as an opinion, and shall not be construed as an express or implied warranty as to any advice or support given, unless written confirmation of a warranty to that effect is provided by the Company to the purchaser or receiver, and is signed by a director of the Company.
- 1.12 The Company shall not be liable for any loss incurred to a purchaser or recipient of any Product, by a Product, whether financial or otherwise, howsoever caused.
- 1.13 This disclaimer is given under and subject to English law and the jurisdiction of the English Courts.