



## Terms and Conditions (Products and Services)

These terms and conditions set out the terms on which Gemini Genetics Limited provides products and/or services to you (including any courses and events), whether at any of our locations or via any websites, online platforms or other applications operated by or on our behalf.

### 1. Information about who we are and how to contact us

#### *Information about us*

- 1.1 Gemini Genetics Limited (**Gemini Genetics, we, us or our**) is a limited company registered in England and Wales under company number 11219653 and has its registered office at International House, 6 Market Street, Oakengates, Telford, Salop, TF2 6EF.
- 1.2 Gemini Genetics is a company specialised in dog, cat and equine genetic preservation from skin samples. Skin samples are genetically preserved, cultured and stored at Gemini Genetics, upon request by the animal owner for use in future cloning. Cloning is offered via external cloning companies including US based pet and equine cloning company, ViaGen Pets & Equine (**ViaGen**).

#### *How to contact us*

- 1.3 To contact us, please email [info@geminigenetics.com](mailto:info@geminigenetics.com) or call us on 01948 668 057.

### 2. Introduction and acceptance of these Terms

#### *Please read these Terms carefully*

- 2.1 Please read these Terms carefully before purchasing our Products, Services or using our Site, so that you are aware of your legal rights and obligations. These Terms contain information about how we will provide products and/or services to you, how you and we may change or end the Contract, what to do if there is a problem and other important information.

#### *What these Terms cover*

- 2.2 These Terms cover all Products and Services supplied by us whether this is via our Site, at one of our Locations or otherwise. This may include, but is not limited to, skin sample and cultured cell processing, storage, distribution and preservation services; and distribution of your animals' samples to an external cloning company to complete the animal cloning process.

#### *Acceptance of these Terms*

- 2.3 By using our Site and/or purchasing Products and/or Services from us, you confirm that you accept these Terms and that you agree to comply with them.
- 2.4 If you do not agree to these Terms, you must not use our Site, Products or Services. If you are in breach of these Terms (or any part of them), your right to access and use our Site, Products and Services will cease immediately.
- 2.5 These Terms will apply to the exclusion of and take precedence over all other terms and conditions and/or agreements/conditions for supply of goods and services whether contained in any purchase order, communication or other document issued by or on your behalf.

### 3. Definitions and interpretation

- 3.1 In these Terms, the following words and expressions will have the following meanings:
  - 3.1.1 **Skin Sample:** means the animal skin samples submitted by you to us for processing, storage, preservation and/or distribution as part of the Services.
  - 3.1.2 **Booking Form:** means the booking form(s) completed by or on your behalf including details of the Services.

- 3.1.3 **Contract:** means the contract between you and us for the supply of Products and Services, including the Booking Form, these Terms and any additional terms we have agreed in writing.
  - 3.1.4 **Courses:** means any educational or training courses and/or events we provide to you or host as part of the Services whether online or at a Location.
  - 3.1.5 **Cultured Cells:** means cultured cells derived from a Skin Sample.
  - 3.1.6 **Location:** means the relevant physical location, site, course centre, Collection Centre or trade event or show via which Products or Services are supplied by us.
  - 3.1.7 **Products:** means all goods and products purchased or to be purchased from us, including via our Site or any Location (in each case excluding any Samples).
  - 3.1.8 **Samples:** means Skin Samples and/or Cultured Cells (as the context requires).
  - 3.1.9 **Services** means the work or services we have agreed to provide pursuant to the Contract, including, without limitation, those set out in the Booking Form (and including any Courses).
  - 3.1.10 **Site:** any website, mobile or online application or similar device, platform or other application operated by or on our behalf.
  - 3.1.11 **Storage Centre:** means the processing and storage centre or laboratory specified via the Booking Form or agreed by us in writing.
  - 3.1.12 **Terms:** means these Terms and Conditions for Products and Services.
  - 3.1.13 **Value Added Tax:** means value added tax chargeable under English law for the time being and any similar, equivalent or additional tax.
  - 3.1.14 **you or your:** means the relevant customer named in the Booking Form and/or the relevant person or entity who purchases Products and/or Services from us.
- 3.2 In these Terms:
- 3.2.1 a **person** includes a natural person corporate or unincorporated body (whether or not having separate legal personality).
  - 3.2.2 any words following the terms **including, include, in particular, for example** or any similar expression will be construed as illustrative and will not limit the sense of the words, description, definition, phrase or term preceding those terms.
  - 3.2.3 a reference to writing includes email.
  - 3.2.4 a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
  - 3.2.5 any reference to the singular includes a reference to the plural and vice versa and any reference to the masculine includes a reference to the feminine and vice versa.
  - 3.2.6 any reference to a party not carrying out an act will be construed as also not attempting to carry out that act and also not permitting that act to be carried out.

#### 4. We do not provide business customers all the same rights as consumers

- 4.1 Business customers do not benefit from all of the same rights as consumers under these Terms. For example, business customers are not always permitted to cancel their orders and have different rights where there is a problem with a Product. Where a term applies only to businesses or only to consumers within these Terms, this is clearly stated.
- 4.2 Please note, you are a business customer (and not a consumer) if you are purchasing Products wholly or mainly for use in connection with your trade, business, craft or profession, even if you are an individual.

#### 5. Orders and acknowledgments

##### *Online / on-premises orders*

- 5.1 For orders made online or via our Site, after you have completed and submitted an order, we will send an acknowledgement email to you which will confirm the relevant Products and/or Services you have ordered. Please note this email is not an order acceptance from us as we may be unable to accept your order in certain circumstances (please see further information below), in which case we will contact you in respect of this.
- 5.2 For orders submitted via email or at one of our Locations, you may be required to complete, sign and return a Booking Form to us. No Booking Form or request for the provision of Products or Services by us will be binding on us unless and until it has been accepted by us or in the case of Services, we commence provision of the Services. You are responsible for ensuring that the details contained in the Booking Form or otherwise submitted to us are correct (and for promptly informing us of any changes).

*Sometimes we may reject orders*

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- 5.3 All orders/bookings are subject to availability and we reserve the right to refuse any order in whole or in part. For example, this may be because a Product is unexpectedly out of stock. When this happens, we let you know as soon as possible and refund any sums you have paid.

#### *Ownership of the Samples*

- 5.4 For any applicable Services to be provided under the Contract, where you are not the owner of the Sample, upon placing an order (or where ownership changes during the course of the Contract), you must notify us in writing immediately and provide warranties and assurances that you have full authority to accept these Terms on behalf of the owner or any other joint owner. You agree to indemnify us against any loss or damage suffered by us for breach of this provision including any loss, damage or expenses incurred by us (including reasonably incurred legal fees) arising from any step or action taken by any person who owns or has an interest in the Sample.

### **6. Our Products**

#### *Products may vary slightly from their pictures*

- 6.1 The images of Products in our catalogues, e-catalogues or brochures or on our Sites are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours accurately reflects the colour of the Products. Your Product may vary slightly from those images.
- 6.2 Although we have made every effort to be as accurate as possible, all sizes, weights, capacities, dimensions and measurements indicated in our catalogues, e-catalogues or brochures or on our Sites may vary slightly.

#### *Product packaging may vary*

- 6.3 The packaging of the products may vary from that shown in images on our Site or in our catalogues, e-catalogues or brochures.

### **7. Sample processing, storage and distribution procedures**

- 7.1 These provisions set out below apply to the provision of Sample processing, storage and distribution Services and set out important information that you must comply with. We will also issue to you further information and instructions via email, which will set out further important information about the Services and which you must read and comply with.

#### *Skin Samples*

- 7.2 Skin Samples will be submitted by you to us for genetic preservation, culture, storage and /or distribution as part of the Services. Please note that Skin Samples are the only animal tissue type we use for cell culturing at Gemini Genetics.
- 7.3 Skin Samples will be processed in line with the Services agreed via the Booking Form (or as otherwise agreed by us in writing) and we will not automatically proceed with cell culture Services in respect of Skin Samples sent to us unless this has been requested and agreed in advance (including in respect of any applicable charges).
- 7.4 You agree to the following requirements in respect of the Samples:
- 7.4.1 Samples must be taken in accordance with our instructions on correct sample taking for animal cloning as notified to you;
  - 7.4.2 all submitted Samples must adhere to health declaration requirements (canine and feline) and health testing requirements (equine);
  - 7.4.3 Samples submitted must be free of contagious, infectious and zoonotic diseases;
  - 7.4.4 Samples must not be submitted for animals known to have a life limiting genetic condition;
  - 7.4.5 Samples must not be submitted from any banned breed of canine or feline;
  - 7.4.6 Samples must be submitted in clean, hygienic and previously unused packaging; and
  - 7.4.7 all Booking Forms and health declarations must be completed prior to submission of the Sample. For equines, health tests should be conducted in advance of Sample taking and negative results received in planned instances of sample submission. In emergency situations, health test samples should be taken and evidence provided of their taking via completion of the health testing certificate by the animal veterinarian (health test results should be reported promptly to Gemini
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Genetics once the tests are completed. Failure to provide complete and negative health testing results may result in removal of the Samples from the Storage Centre in accordance with our biosecurity regulations and/or failed export status of the Samples and any generated cultured cells for future cloning).

- 7.5 Failure to follow Sample taking instructions in accordance with the Contract or as otherwise notified by us may result in (amongst other things): a) reduced viability or non viability of the Sample, b) inability to process and/or store the Sample, and/or c) the Sample being ineligible for export to an external company for completion of the cloning process. In addition, you acknowledge and accept that if a Sample is frozen prior to submission (either via the animal's body being frozen prior to Sample taking and/or Sample freezing whilst in transit) this will result in an increased risk of non-viability of the Sample.

#### *Testing and genetic preservation and storage*

- 7.6 We will be entitled in our absolute discretion to refuse to receive any Samples for processing and storage at the Storage Centre for any reason (including, without limitation, if we are not satisfied that biosecurity and banned breeds submission criteria have not been met).
- 7.7 You agree that we will:
- 7.7.1 carry out cell culture testing on the Samples if agreed via the Booking Form or otherwise in writing by us; and
  - 7.7.2 process and store Samples at the Storage Centre or at such other premises that we may in our absolute discretion determine for such purpose.
- 7.8 We offer genetic preservation services through the cryogenic preservation of submitted Skin Samples up to a maximum limit (as set out in our price list (as may be updated from time to time) or as otherwise agreed via the Booking Form or otherwise by us in writing), provided that a sufficient Sample amount is submitted for preservation. If you require quantities in excess of such limit, please note that additional charges will be payable.
- 7.9 The genetic preservation service only stores the submitted animal's Skin Sample and does not independently indicate the viability of the Sample for future cloning. To proceed with cloning, Samples must undergo the cell culture service to assess viability (please see further below).
- 7.10 Preserved Skin Samples and any generated cell lines (if the cell culture service has been requested and viable cells are generated) will be stored in liquid nitrogen (LN2) containers. All Samples are stored within the same facility. For best practice in Sample security, we recommend considering storing samples between Gemini Genetics in the UK and the external cloning company you wish to use for completion of the cloning process. To do so, you must request Sample exportation to the external cloning company you wish to use for completion of the cloning process (and pay the associated export fees to Gemini Genetics).
- 7.11 Please note that we do not maintain insurance for Samples while stored at our Storage Centre or processed for any reason at a Location.

#### *Cell culture*

- 7.12 As part of the Services, we may perform enzymatic digestion of a sub sample of the submitted Skin Sample, followed by suspension in industry standard conditions to promote growth of any viable cells. The cell culture process takes on average 7 to 10 days to complete for optimally submitted Samples.
- 7.13 The purpose of the cell culture process is to determine the presence of live cells within the Skin Sample, which is essential for cloning. However, please note that the generation of viable cells during cell culture does not guarantee that the final stage of cloning will be possible.
- 7.14 DNA or genetic testing is not conducted or available through the cell culture service. The results of the cell culture only indicate the presence or absence of living cells within the Skin Sample.

#### *Independent DNA profile analysis*

- 7.15 If a mane/tail Sample with a minimum of 20 hairs and root attached (equine) or a blood sample (canine and feline) is provided, you may request an independent DNA profile analysis. For this Service, we will send the submitted Sample to an external and independent UK based animal DNA profiling company. We assume no liability for any failure of the Sample to reach the designated laboratory or for any failure in generating the DNA profile analysis results.

#### *Transportation and removal of the Samples*

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- 7.16 Where we are providing processing, storage and/or distribution Services, you will deliver the Samples to the Storage Centre on a date and at a time to be agreed with us. If it appears to us that the Sample is not suitable for processing, storage or distribution then, without prejudice to any other rights or remedies we may have, we may give you 7 days' notice requiring you to remove the Sample from the Storage Centre within 7 days, unless otherwise agreed between you and us..
- 7.17 You may remove the Sample from the Storage Centre on a date and at a time to be agreed with us acting reasonably, provided that:
- 7.17.1 such removal is not in breach of any relevant statutory or regulatory requirement and the applicable removal charges are paid (see clause 9.8); and
- 7.17.2 you obtain any necessary veterinary health documentation and fulfil all government and/or applicable law requirements, including any associated fees, for the transportation of the Sample.
- 7.18 You will bear the cost of all transport (and any related insurance) of the Sample to and from the Storage Centre or other premises as appropriate. If we arrange for the transportation of the Sample at your request, we will be entitled to immediate payment from you of any costs incurred in relation to such transport and all such arrangements will be at your sole risk regardless of whether such collection and/or transport is carried out by you or your agents or representatives or by us or our agents or representatives or by a third party. We will not arrange for the transportation of the Sample unless you have confirmed your instructions in writing.
- 7.19 Please note that we will not procure any insurance cover in relation to the storage or transportation of the Sample (whether arranged by you or us) and you are strongly advised to do so to cover any loss or damage occasioned during the storage and/or transportation of the Sample.
- 7.20 We reserve all of our rights not to release the Sample (and to sell/dispose of it accordingly) in the event of any outstanding Debt or Non-Collection – please see further information at clause 9.11.

#### *Imports and exports of Samples – other information*

- 7.21 Where you have requested that the Sample is to be distributed and/or exported to another territory to a provider of your choice or where Samples are imported to the UK, clause 14.2.5 will apply and sets out important information in relation to responsibility for regulatory requirements.
- 7.22 For post mortem animals, please follow our best practice guidance of keeping the animal's body chilled (or taking extra Samples and keeping those chilled) until the Samples being sent have safely arrived with us. This then provides a backup option (should repeat Sample taking be required).

## **8. Courses and events**

### *Personal safety and assumption of risk*

- 8.1 You acknowledge that attending our Courses may involve certain risks due to the nature of the relevant training and/or event, including, but not limited to, injuries or accidents. In advance of attending the relevant Course, participants must agree to assume these risks and will be required to sign our standard liability waiver/disclaimer form, in relation to any personal injury or property damage that may occur whilst attending the Course.

### *We are not responsible for actions you take following any of our Courses*

- 8.2 In relation to any Courses provided by us, you acknowledge and agree that the ultimate responsibility for the proper application of the knowledge and skills acquired rests with you or the individual who has completed the relevant Course. We will not be responsible for any actions, errors, or omissions made by course participants in the course of their professional or activities, including, but not limited to, any errors, omissions, or negligence on the part of the course participants in applying the knowledge and skills gained from the Course.

### *Course content and intellectual property*

- 8.3 All content, including materials, presentations, and lectures, used and/or created in respect of any Course we provide is the intellectual property of Gemini Genetics and may not be reproduced, distributed, or used for commercial purposes without our written permission. You also agree to keep confidential any sensitive or confidential information of Gemini Genetics or our affiliates shared during the Course.

### *Course conduct*

- 8.4 A reasonable standard of conduct is expected on our Courses. You must treat fellow participants, instructors, and staff with respect and professionalism. We reserve the right to remove any participant who engages in
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disruptive, inappropriate, or unsafe behaviour (without refund to you). In particular, we will not accept, foul or abusive language, violence, intimidating or insulting behaviour, bullying or any form of discrimination.

## **9. Price and payment**

### *Prices*

9.1 The price of the Product and/or Service (as relevant) will be our current rate applicable (subject to any specified expiry dates) set out on the Booking Form or on our Site, price list, brochure, catalogue in force at the date of your order or other advertising literature or materials provided by us or listed on our Site, unless we have agreed another price in writing and/or via email. However, please note that:

9.1.1 prices included in the Booking Form are guide prices/quotations only (and we reserve the right to amend our quotation once the Sample is brought to a Location and assessed further by us. In such a scenario, we will agree applicable revised fees with you in advance of carrying out the Services); and

9.1.2 whilst we take all reasonable care to ensure that the price of the Products and Services advised to you are correct, please see clause 9.5 for what happens if we discover an error in the price of the Product and/or Service you have ordered (e.g. if the price on our Site is listed incorrectly).

### *Prices exclude VAT*

9.2 All prices are exclusive of any applicable Value Added Tax which will be charged at the rate applicable at the date of invoice. If the rate of Value Added Tax changes between your order date and the date we supply the Product and/or Service, we will adjust the rate of VAT that you pay (unless you have already paid in full before the change in the rate of Value Added Tax takes effect).

### *Terms of payment*

9.3 We reserve the right to invoice and require payment for Products and Services in advance.

9.4 Should the period of the Contract exceed one calendar month, unless agreed otherwise in writing or stated on the Booking Form, we reserve the right to request interim payments which must be made on receipt of an invoice and in any event before the end of the month referred to in the invoice.

### *What happens if we got the price wrong*

9.5 It is always possible that, despite our best efforts, some of the Products or Services we supply may be incorrectly priced. If a pricing error is made on your order date, where possible we will inform you and give you the option of buying the Product and/or Services at the correct price or cancelling your order.

### *Price increases*

9.6 We reserve the right to vary our prices at any time, provided that if we do so, we will notify you and you will be provided with the opportunity to terminate the Contract (subject to payment of our fees (at the previous rate) due to us for Services performed and/or Products delivered prior to the date of termination).

### *Where you do not provide sufficient information, we reserve the right to charge additional sums*

9.7 We may charge additional sums if you do not provide information we have requested e.g. about how we can access your property for delivery, as we might need to re-deliver Products or reschedule Services (and will incur additional costs as a result).

### *We charge an administration and processing fee for Sample retrieval or disposal*

9.8 Where Services we are providing involve storage of Samples, please note that if you wish for the relevant Samples to be returned/delivered to you (or to any third party, external cloning company or other storage centre) or disposed of (whether during or upon expiry of the Contract) for any reason, we charge a separate processing and administration fee (as per our standard rates - price available on request) in respect of the removal process/disposal of each relevant Sample.

### *Late payments – we may charge interest*

9.9 Subject to clause 9.10, if we are unable to collect any payment you owe us, we may charge interest on the overdue amount at the rate of 5% a year above the Bank of England base rate from time to time. This interest accrues on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You pay us the interest together with any overdue amount.

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- 9.10 In relation to any outstanding Debt relating to Sample storage, if we are unable to collect any payment you owe us, we may charge interest on the overdue amount at the rate of 10% if the payment is more than 14 days overdue (provided that if the Debt remains outstanding for a period of more than 60 days from the due date, upon and from expiry of such period the interest provision set out in clause 9.9 will also apply). You agree to pay us the interest together with any overdue amount.

*Late/non-payment or non-collection – our rights to hold/sell your property in our possession*

- 9.11 So long as any payment due from you to us is outstanding under the Contract (in these Terms, called “the **Debt**”) or if you fail to collect the Sample after we have required you to collect them or upon expiry or termination of this Contract, the following provisions will apply (and we reserve the right to exercise any or all of our rights under the following):

9.11.1 outstanding Debt – we reserve the right to keep hold of your Property: we may keep hold of all or some of your property until you have paid all the charges you owe us, even if the unpaid charges do not relate to such property. Such property may include, without limitation, the Sample (in these Terms, called “the **Property**”). This is called a “lien” and provides us with a right of retention in respect of the Property, meaning we have the right not to release the Property to you until all monies due to us from you have been paid in full (in which case you agree to cooperate with us and act reasonably to facilitate the continued care and custody of the Property until all outstanding amounts have been settled). This also means we reserve the right not to ship out/distribute the Sample in event an order is received for the stock until all outstanding Debt has been paid;

9.11.2 outstanding Debt and/or Non-Collection - we may sell and/or ultimately dispose of some or all of your Property, in accordance with the following process:

- 9.11.2.1 we will have the right to sell your Property (including the Sample and to pass all ownership of the Property to a third party) and to use the proceeds of sale to pay any reasonable costs incurred by us in the sale and to discharge any Debt. We will return any surplus funds to you, if any, i.e. the balance (provided that you inform us of the relevant payment details within 30 days of our request). Interest will not accrue to you on the balance;
- 9.11.2.2 before we sell the Property, we will provide written notice to you (where you have notified us of your address), specifying the amount of the Debt at the date of the notice and our intention to sell the Property if we do not receive payment within 14 days of the date of the notice. If payment is not received, we will provide further notice to you with the relevant details of the date/place of sale;
- 9.11.2.3 we will use reasonable endeavours to obtain the best selling price reasonably obtainable in the open market, taking into account the costs of sale;
- 9.11.2.4 if the proceeds of sale are insufficient to discharge all or any part of the costs of sale incurred by us and your Debt, you must pay any balance outstanding to us within 7 days of a written demand from us which will set out the balance remaining due to us after the net proceeds of sale have been credited to you. Interest will continue to accrue on the Debt until payment has been made (in accordance with the below provisions);
- 9.11.2.5 If the Property cannot reasonably and/or economically be sold (for any reason whatsoever), or it remains unsold despite our efforts, you authorise us to treat it as abandoned by you and to destroy or otherwise dispose of it at your cost; and

9.11.3 transfer of information to third parties: in order for us to exercise our rights under clause 9.11.2 we will have the right to share relevant documentation in relation to the Sample to necessary third parties, including ownership certificates, registration forms and information about the Sample (as relevant).

*No rights of set-off*

- 9.12 You are not entitled to withhold payment of any amount due to us by reason of any disputed claim by you in connection with the Contract nor will you be entitled to set off against any amount payable to us any amount which is not then due and payable by us or for which we dispute liability.
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## 10. Our right to make changes

10.1 We may change the Products or Services:

10.1.1 to reflect changes in relevant laws and regulatory requirements; or

10.1.2 to make minor technical adjustments and improvements, for example to address a security threat.

10.2 In addition, we may make other changes to the Products, Services or these Terms after you have placed an order, but if we do, so we will notify you and you may then contact us to discuss your options, including where appropriate ending the Contract or receiving a refund for any Products you have paid for in advance if material changes are made.

## 11. Your right to cancel the Contract if you change your mind (consumers only)

*Your right to change your mind (consumer regulations)*

11.1 Where Products or Services are purchased offline or at one of our Locations: You may contact us to cancel your order for Products or Services at any time **before** we have dispatched the relevant Products for delivery or commenced the relevant Service (see exceptions below).

11.2 Where Products or Services are purchased online via our Site: Under the Consumer Contracts Regulations 2013 (**CCR**), you have the right to cancel the Contract within 14 days without giving any reason (see exceptions below). Under the CCR, the cancellation period expires:

11.2.1 for Products, after 14 days from the day on which the Product is delivered; and

11.2.2 for Services, after 14 days from the day on which we confirm we have accepted your order.

*When you do not have the right to change your mind (exceptions)*

11.3 You may not change your mind about an order for:

11.3.1 Services, once these have been completed (even if the cancellation period is still running);

11.3.2 Products that are made to your specifications or are clearly personalised;

11.3.3 Products which become mixed inseparably with other items after their delivery; or

11.3.4 Products sealed for health protection or hygiene purposes, once these have been unsealed after you receive them.

*How to return an item*

11.4 If you are eligible under these Terms within the relevant timeframe to return Products, please contact us to arrange the return (see our details above). Please note that Products may only be returned so long as:

11.4.1 the Product is returned in its original, unopened and undamaged packaging;

11.4.2 valid proof of purchase is provided (receipt or invoice); and

11.4.3 you return the Product within 14 days of telling us you have changed your mind in accordance with your rights under clauses 11.1 and 11.2 (if applicable).

11.5 You will be responsible for paying:

11.5.1 any applicable delivery costs for return of the Product if you exercise your right to change your mind. You should keep a receipt or other evidence from the delivery service that proves you have sent the Product (and when you sent it). If you do not do this and we do not receive the Product at all or within a reasonable time, we will not provide a refund for price; and

11.5.2 for Services, if you requested the performance of Services to begin during the cancellation period, you must pay us an amount which is in proportion to the Services performed until you communicated to us your cancellation of this Contract, in comparison with the full coverage of the Contract. In addition, if you made any upfront payments for Services, you will not be entitled to a refund for the time you were receiving the Services before you notified us of your right to cancel.

*Effect of cancellation*

11.1 If you cancel the Contract in accordance with your above mentioned rights, we will reimburse you for all payments received from you (minus the costs of any delivery charges) subject to receipt of the Product in accordance with the conditions set out above.

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- 11.2 In addition, we may make a deduction from the reimbursement for loss in value of any Products supplied, if the loss is the result of unnecessary handling by you. For example, we reduce your refund if the Product's condition is not as new, the packaging is damaged or accessories are missing. In some cases, because of the way you have treated the Product, no refund may be due.
- 11.3 We will make reimbursement without undue delay, and not later than:
- 11.3.1 14 days after the day we receive the relevant Products back from you; or
- 11.3.2 for Services or Products not yet dispatched, 14 days after the day on which we are informed about your decision to cancel the Contract.

## **12. Your rights if there is a problem with the Product or Service (consumers only)**

### *How to tell us about problems*

- 12.1 If you have any questions or complaints about the Products or Services, please contact us (see our contact details above).

### *Summary of your legal rights*

- 12.2 We are under a legal duty to supply products that are in conformity with this Contract. Nothing in these Terms will affect your legal rights which are summarised below (please note this is subject to certain exceptions).
- 12.3 For goods, under the Consumer Rights Act 2015, they must be as described, fit for purpose and of satisfactory quality. Note that this will not apply in certain circumstances (including in respect of any Samples and as further set out in these Terms, in particular at clauses 7 and 14). During the expected lifespan of your product your legal rights entitle you to the following (noting these will not apply to Samples):
- 12.3.1 up to 30 days: if your goods are faulty, then you may receive an immediate refund;
- 12.3.2 up to six months: if your goods cannot be repaired or replaced, then you are entitled to a full refund, in most cases; and
- 12.3.3 up to six years: if your goods do not last a reasonable length of time, you may be entitled to some money back in certain cases.
- 12.4 For services (including any courses), under the Consumer Rights Act 2015 (and subject to certain exceptions):
- 12.4.1 you can ask us to repeat or fix a service if it is not carried out with reasonable care and skill, or receive a partial refund if we cannot fix it (provided it is acknowledged that for Services relating to Samples, viability of Samples cannot be guaranteed and repeat Services and/or refunds will not be offered accordingly);
- 12.4.2 if we have not agreed in writing a price beforehand, what you're asked to pay must be reasonable; and
- 12.4.3 if we have not agreed in writing a time beforehand, the service must be carried out within a reasonable time.

### *Your obligation to return rejected products*

- 12.5 If you wish to exercise your legal rights mentioned in clauses 12.3-12.4 to reject Products, you must contact us (see contact details above) in the first instance and arrange to return the Products either in person to where you bought them or you must arrange delivery of the Products back to us post them.

## **13. Your rights if you are a business (defective products)**

### *Warranties (business customers)*

- 13.1 We warrant that on delivery and for a period of 12 months from the delivery date, any Products (noting this excludes Samples) will:
- 13.1.1 conform in all material respects with their description and any relevant specification provided by us;
- 13.1.2 be free from material defects in design, material and workmanship; and
- 13.1.3 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979).

### *Remedies (business customers)*

- 13.2 Unless an exception applies (see further below – clause 13.3), if:
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- 13.2.1 you provide us notice in writing during the warranty period (and promptly upon discovery) that a Product does not comply with the business customer warranty;
- 13.2.2 we are given a reasonable opportunity of examining such Product; and
- 13.2.3 you return such Product to us at our cost,

we will, at our option, repair or replace the defective Product, or refund the price of the defective Product in full and this will be your sole remedy for breach of the warranty. These Terms will apply to any repaired or replacement Products supplied by us.

*Exceptions to business customers' warranty*

- 13.3 We will not be liable for a Product's failure to comply with the business customer warranty set out in clauses 13.1 and 13.2 if:
  - 13.3.1 you make any further use of such Product after telling us it is non-compliant;
  - 13.3.2 the defect arises because you failed to follow our oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Product or (if there are none) good trade practice;
  - 13.3.3 the defect arises because we followed any drawing, design or specification supplied by you;
  - 13.3.4 you alter or repair the product without our written consent; or
  - 13.3.5 the defect arises because of fair wear and tear, wilful damage, negligence, or abnormal working conditions.

## **14. Warranties and our liability to you**

*Warranties (that we provide and exclude)*

- 14.1 We will use reasonable care and skill in the performance of the Services pursuant to the Contract.
- 14.2 Notwithstanding clause 14.1, and having due regard to the inherent risks and uncertainties involved in all biological processes, we do not guarantee or warrant that a particular outcome will occur as a result of our provision of the Services. In particular, but without limitation, we are not responsible for and give no warranties:
  - 14.2.1 regarding the quality or viability of the collected Sample;
  - 14.2.2 that any Samples processed, stored or distributed will result in the recovery of any viable Cultured Cells or any successful cloning procedure;
  - 14.2.3 that any Samples will remain free from contamination or infection;
  - 14.2.4 that the animal cloned using the Sample will look or behave identically to the original animal. We distribute samples to ViaGen (or such other provider of your choice), to carry out cloning services to create a genetic copy of the animal. However, please note that genetic, environmental and other factors can influence the appearance and behaviour of animals and as such, we will not be liable for any perceived differences accordingly; or
  - 14.2.5 where you have requested that the Sample is to be distributed and/or exported to another territory to a provider of your choice or where Samples are imported to the UK, in respect of compliance with any regulatory requirements, applicable laws or other local export requirements which will be your responsibility (and we will not be responsible for any loss or damage or any refusal to accept the Sample or denied or delayed Sample entry by the authorities of the relevant territory).

*Losses we never limit or exclude*

- 14.3 Nothing in these Terms will limit or exclude our liability for:
    - 14.3.1 death or personal injury to any human caused by a) our negligence or b) negligence of our employees or agents;
    - 14.3.2 fraud or fraudulent misrepresentation;
    - 14.3.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982;
    - 14.3.4 defective products under the Consumer Protection Act 1987; or
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14.3.5 any matter in respect of which it would be unlawful for us to exclude or restrict liability.

*No implied terms about goods*

14.4 Except to the extent expressly stated in clause 13 (your rights if you are a business), we exclude all terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982.

*Our liability*

14.5 We will not be liable to you in any circumstances, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any: loss of profit (whether direct or indirect); loss of business; loss of contract; depletion of goodwill and/or damage to reputation; loss of data; loss of anticipated savings; loss of contract; loss of use; or any special, indirect or consequential loss arising under or in connection with the Contract.

14.6 Our total liability to you for losses arising under or in connection with the Contract (or any Services or Products supplied by us), whether in contract, tort (including negligence), breach of statutory duty, or otherwise, will be limited to:

14.6.1 for Products, the total amount paid by you to us for such Products pursuant to the Contract;

14.6.2 for Services (including any loss or destruction of or damage to Samples during the performance of the Services), the higher of:

14.6.2.1 the total amount paid by you to us during the preceding 12 month period in respect of Services under the Contract; and

14.6.2.2 payment to you of compensation of up to a maximum of £250; and

14.6.3 in relation to all other losses relating to the Services or otherwise in connection with the Contract, the total amount paid by you to us for such Services pursuant to the Contract.

*Services – risks and your responsibility for procuring insurance*

14.7 Unless we have specifically agreed to do so in writing, we will not undertake the delivery of Samples to or from the Storage Centre or any other location and where we have agreed to do so, we will under no circumstances be responsible for any delays, loss or damage occasioned during transit and however caused.

14.8 You acknowledge that the nature of the Services carries inherent risks to the validity of the Sample which may be outside of our control and for which we are not responsible unless and to the extent caused by our negligence (and then only up to a maximum amount as specified in clauses 14.5-14.6). In addition, we accept no liability for ill health, infertility, injury or loss of breeding potential of the animal as a result of the extraction of the Sample by your veterinarian.

14.9 It is your sole responsibility to ensure that sufficient insurance coverage is procured in respect of the Services carried out in relation to the relevant animal and/or Sample at one of our Locations. We will not give any advice regarding insurance and it is for you to make your own judgment whether such insurance is appropriate to cover your Property (including the Sample) and risks to it.

*We will have no responsibility for the cloning procedure undertaken by external cloning providers*

14.10 As part of the Services and at your request, we may collect and distribute the relevant animal's Samples to our US-based specialist partner or to a provider of your choice (each being a "**Cloning Provider**") to carry out the cloning procedure. The relevant Cloning Provider is solely responsible in relation to the cloning procedure and any associated surgery and/or services. You will contract directly with the relevant Cloning Provider and accordingly, we do not provide any warranties or guarantees and will not be held liable for any acts, omissions, or errors committed by the Cloning Providers in connection with the cloning procedure and/or associated services. You are responsible for satisfying yourself and ensuring the suitability of the Cloning Provider and the level of service they provide. Please also refer to clause 14.2.5 above in relation to exportation requirements and responsibilities.

## **15. Other suspension and termination rights to end the Contract**

*On-going Contracts – one month's notice*

15.1 You or we may terminate this Contract (including any Services) upon not less than one month's notice in writing to the other party (or such shorter period or notice as we may in our absolute discretion agree to accept) in writing to us.

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### *When we may terminate the Contract*

- 15.2 We can suspend the supply of Products and/or Services and/or end our Contract with you immediately on written notice and claim any compensation due to us (including enforcement costs) if any of the following occur:
- 15.2.1 you do not make any payment to us when it is due under the Contract and you still do not make payment within 14 days of our reminding you that payment is due;
  - 15.2.2 you commit any breach of the Contract and fail to remedy the breach within 7 days of receiving our request;
  - 15.2.3 you do not, within a reasonable time of us asking for it, provide us with information, cooperation or access in accordance with this Terms or that we need to provide the Product and/or Service;
  - 15.2.4 you do not, within a reasonable time, either allow us to deliver the Sample to you or collect it from us; and
  - 15.2.5 you become insolvent, bankrupt or enter into any voluntary arrangement with your creditors; a receiver, administrative receiver, or administrator is appointed over any of your assets; you go into liquidation, whether voluntary or compulsory; or you cease or threaten to cease to carry on business (or any analogous or similar events occur).

### *What happens on termination of the Contract*

- 15.3 Upon termination or expiry of this Contract for any reason:
- 15.3.1 you must pay to us all charges accrued under the Contract in respect of Services performed prior to the date of termination (and including any applicable administration and processing fees for the removal of Samples as per clause 9.8);
  - 15.3.2 we will, within 10 working days after the date of termination refund to you any payment made by you under the Contract representing a prepayment for Services not yet performed or Products not yet dispatched prior to the date of termination but after deduction of any amount owing to us by you whether or not under the Contract;
  - 15.3.3 if any Debt is outstanding or Non-Collection of Property in our possession applies, the provisions set out in clauses 9.11-9.12 will continue to apply and will survive termination of the Contract (i.e. they will continue to apply even once the Contract has ended). Such provisions set out our rights to withhold, sell and/or dispose of the Samples in our possession; and
  - 15.3.4 clauses 14 and 18 will also continue to apply following termination of the Contract.

## **16. Time for performance and delays or losses outside of our control**

### *Time for performance*

- 16.1 Whilst we will make every reasonable effort to provide Products and Services by any date or dates specified in the Contract, such date or dates will be estimates only and time for performance of the Services by us will not be of the essence. If you are consumer, this will not affect your rights referred to under clause 12.
- 16.2 If we are prevented from providing Products or Services in accordance with the Contract as a result of a delay or default on your part and the Contract is not terminated in accordance with the other provisions of these Terms, we will be entitled to reschedule any agreed date or dates for the provision of the Products or Services to such time or times as we will reasonably require taking into account our commitments to third parties, and will be entitled to make a reasonable charge in respect of losses or costs incurred by us by reason of provision of the Products or Services being so prevented.

### *We will not be responsible for delays or losses outside of our control*

- 16.3 In addition, we will not be responsible if our supply of Products or Services are delayed or lost due to an event outside our reasonable control (e.g. infection/disease outbreaks, epidemics, pandemics, strikes, lockouts or other industrial disputes, failure of a utility service, infrastructure, or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors). If such an event occurs, we will endeavour to contact you as soon as possible to let you know and do what we can to reduce the delay and/or loss. In the event that such delay is substantial, you may contact us to end the Contract and receive a refund for any Products and/or Services you have paid for in advance, but not received (less any reasonable costs
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we have incurred and provided that you must pay for all Products dispatched and Services provided prior to the date of such termination in accordance with these Terms).

**17. We use your personal data as set out in our Privacy Policy**

How we use any personal data you provide to us is set out in our Privacy Policy (available via our Site or upon request).

**18. Other important terms apply to our Contract**

*Amendments to the Contract*

18.1 No variation of the Contract will be binding on us unless we have accepted it in writing.

*We may transfer our Contract with you, so that a different organisation is responsible for supplying your product/service*

18.2 We may transfer our rights and obligations under the Contract to another organisation. We will contact you in writing if this happens and if you are a consumer, we will try to ensure that the transfer will not substantially affect your rights under the Contract.

*You need our consent to transfer your rights to someone else*

18.3 You may only transfer your rights or your obligations under the Contract to another person if we agree to this in writing.

*Nobody else has any rights under this Contract*

18.4 The Contract is between you and us. Save for our affiliates and group companies, no other person or entity will have any rights to enforce any of its terms.

*If a court invalidates some of this Contract, the rest of it will still apply*

18.5 Each of the clauses of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining clauses will remain in full force and effect.

*Even if we delay in enforcing this Contract, we can still enforce it later*

18.6 If we do not insist immediately that you do anything you are required to do under the Contract, or if we delay in taking steps against you in respect of your infringement of the Contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the Products and/or Services, we can still require you to make the payment at a later date.

*Use of our Site outside of the UK*

18.7 We do not represent that content available on or through our Site is appropriate for use or available in locations outside of the United Kingdom.

*No partnership*

18.8 Nothing in these Terms creates a partnership, agency, joint venture or employment relationship between you and us. You must not under any circumstances make, or undertake, any warranties, representations, obligations or commitments on behalf of us.

*Business customers – entire agreement*

18.9 If you are a business customer, these Terms constitute the entire agreement between us in relation to your purchase. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by us or on our behalf which is not set out in these Terms and that you have no claim for innocent or negligent misrepresentation based on any statement in the Contract.

*Which laws apply to this Contract and where you may bring legal proceedings*

18.10 If you are a consumer then, wherever you live, you can bring claims against us in the English courts and if you live in Wales, Scotland or Northern Ireland, you can also bring claims against us in the courts of the country you live in. If you are a consumer we can claim against you in the courts of the country you live in. If you are a business, you irrevocably agree to submit all disputes arising out of or in connection with the Contract to the exclusive jurisdiction of the English courts.

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