

Sale of Products: Terms and Conditions

1. Definition

These definitions apply unless the context requires a different interpretation:

“Customer”	means the end-user of the Products.
“Products”	means the products supplied by Terragen Biotech
“Supplier”	Terragen Biotech

2. Interpretation

In these terms and conditions unless the context otherwise requires:

- 2.1. a reference to one gender shall include any or all genders and a reference to the singular may be interpreted where appropriate as a reference to the plural and vice versa.
- 2.2. a reference to a person includes a human individual, a corporate entity and any organisation which is managed or controlled as a unit.

3. Product warranties

The Supplier warrants that each Product:

- 3.1. will correspond with the description, fit for the purpose described in any written label, instructions for usage or invoice published.
- 3.2. meets a high level of quality control testing during the manufacturing process;
- 3.3. has achieved a true to label CFU count at the time of manufacturing;

4. Liability for subsequent defects

- 4.1. The Customer shall examine the Product immediately when he receives it. If the Customer does not tell the Supplier of any defect or problem within 7 days of receipt of the Product, it shall be assumed that he has accepted it.
- 4.2. The procedure to return the faulty Product is as follows:
 - 4.2.1 the Product must be returned to the Supplier as soon as any defect is discovered but not later than 14 days from receipt by the Customer;
 - 4.2.2 before the Customer returns the Product, he has carefully re-read manufacturer guide, manual and / or technical requirements to confirm that there is definitely a defect in the Product.
- 4.3. The Supplier will return the Customer's money subject to the following conditions:
 - 4.3.1 the Supplier receives the Product with labels and packaging intact;
 - 4.3.2 the Customer has complied with the Supplier's returns procedure;
 - 4.3.3 the Customer has clearly described what is the fault he complains of, when it first became apparent, and other information to enable the Supplier to identify it.
- 4.4. If any defect is found, then the Supplier shall:
 - 4.4.1 replace the Product, or
 - 4.4.2 refund the full cost the Customer has paid including the cost of returning the Product.

5. Disclaimers and limitation of liability

- 5.1. The law differs from one country to another. This paragraph applies so far as the applicable law allows.
- 5.2. Conditions, warranties or other terms implied by statute or common law in any country are excluded from this agreement to the fullest extent permitted by law.

- 5.3. The Supplier is not liable to any person in any circumstances if at any time:
 - 5.3.1 the Product has been damaged in any way whatever;
 - 5.3.2 any person not authorised by the Supplier applies any chemicals or preservatives to any Product;
- 5.4. The Supplier shall not be liable to the Customer for any loss or expense which is:
 - 5.4.1 indirect or consequential loss; or
 - 5.4.2 economic loss or other loss of turnover, profits, business or goodwill even if such loss was reasonably foreseeable or the Supplier knew the Customer might incur it.
- 5.5. This paragraph (and any other paragraph which excludes or restricts the liability of the Supplier) applies to the Supplier's directors, officers, employees, subcontractors and affiliated companies as well as to the Supplier itself.
- 5.6. Except in the case of death or personal injury, the total liability of the Merchant under this agreement, however it arises, shall not exceed the price of the Product.

6. Uncontrollable events

The Supplier shall not be liable for any failure or delay in performance of this agreement which is caused by circumstances beyond its reasonable control, including any labour dispute between the Supplier and his employees.

7. Other matters

- 7.1. No amendment or variation to these terms is valid unless in writing, signed by each of the parties or its authorised representative.
- 7.2. So far as any time, date or period is mentioned in this agreement, time shall be of the essence.