



SUPPLIER AGREEMENT

1. Scope of Agreement

The Supplier agrees to provide the Customer with Sensoreal toxin testing products and related equipment under the pricing and terms outlined herein. This Agreement sets out the terms governing ordering, pricing, delivery, payment, warranties, and liabilities.

2. Pricing

All pricing is quoted in **GBP (£)** and is **exclusive of VAT and shipping**.

Flexible Purchasing Plan (12month duration)

Item	Price
Sensoreal ASP Rapid Tests	£24.99 per individual test
Sensoreal DSP Rapid Tests	£24.99 per individual test
Sensoreal PSP Rapid Tests	£24.99 per individual test
Sensoreal Toxin Reader	£3,250.00 per reader
Shipping	£15.00 per shipment

Notes:

- All prices exclude VAT.
- The Supplier reserves the right to adjust prices in the event of exceptional raw material increases or other substantial mitigating factors.
- Price increases will be notified 1 month in advance.

3. Ordering Procedure

To ensure efficient processing, the Customer shall provide the following details with each order:

- Company name
- Telephone number and contact name
- Description and quantity of items required
- Purchase Order Number / Reference
- Delivery and/or Invoice Address (if different from prior orders)
- Any special delivery or handling instructions

Orders must be placed via the following website:

www.shetlandbiotoxins.com

4. Ordering and Delivery Times

- Orders placed **before 12pm (Mon–Fri)**: despatched the same day*
- Orders placed **after 12pm (Mon–Fri)**: despatched the next working day*
- Limited stock held in UK to control shelf life of product.
- Stock order can have up to 6 weeks lead time from date of confirmed order.

*Subject to stock availability. If items are out of stock, the Supplier will notify the Customer of expected despatch dates and provide updates until stock becomes available.

The Supplier is not liable for delays caused by unforeseen circumstances, events beyond reasonable control, or compliance with governmental laws or regulations.

5. Product Information & Shelf Life

1. Product information sheets and methodologies and QC sheet will be provided with each order.
2. A **minimum of 8 months shelf life** is guaranteed for all products.

6. Title and Risk

- **Title to all products remains vested in SBS** until full payment has been received.
- The **Customer assumes all risk and liability** for product use once delivered.
- No warranty is given regarding fitness for any particular purpose.
- SBS shall not be liable for any damages, including special or consequential damages, arising directly or indirectly from use of the products.

7. Supplier Rights

The Supplier reserves the right to:

1. Limit purchase volumes at its sole discretion.
2. Increase prices in the event of exceptional raw material cost increases or other significant market changes.
3. Refuse any order at its discretion.

8. Limitation of Liability

The Supplier shall not be held liable for delays, damages, errors, or other issues arising from situations outside its reasonable control, including but not limited to supply chain disruptions, regulatory changes, or force majeure events.

9. Term & Renewal

This Agreement comes into effect on the Effective Date and continues for 12 months unless renewed by mutual written agreement. Renewal terms may be renegotiated prior to the Renewal Date.

10. Entire Agreement

This Agreement constitutes the entire understanding between the Parties and supersedes any prior agreements, written or oral, relating to the subject matter.