

## TERMS AND CONDITIONS OF SALE

The customer agrees to be legally bound by the seller's Terms and Conditions and by all other applicable provisions. The purchase of product from Syntec Scientific Ltd. is strictly limited to parties who can lawfully enter into and form contracts in accordance with the laws of the Republic of Ireland.

### DEFINITIONS

In these Terms and Conditions:

1. "Seller", "us" 1. "Supplier", and "we" are references to **Syntec Scientific Ltd** with trading name Syntec International which is an Irish Registered Company, Registration No. 382317, with registered offices at Syntec Scientific Unit 2, The Business Centre, Northwest Business Park, Phase 3, Ballycoolin, Dublin 15, Ireland. Telephone: +353 (01) 8612100 Fax: +353 (01) 8612101
2. "Buyer", "you" and "your" "customer" are references to the purchaser of the goods from us;
3. "Goods" means the goods or services provided by supplier and specified in the Seller's invoice;
4. "Contract" means the contract between Seller and Buyer for the sale and purchase of the Goods which incorporates these Terms & Conditions;
5. "Terms" means these terms and conditions;

### 2. PURCHASING GOODS

1. In order to make purchases, the buyer must provide their contact name, phone number, e-mail address and other requested information as indicated.
2. When ordering items, the buyer will be required to provide payment details and you represent and warrant that the payment details you provide on ordering are both valid and correct and you confirm that you are the person referred to in the billing information provided.
3. All orders are subject to acceptance and availability.
4. Any error in the ordering process due to technical or other reasons beyond the seller's control entitles us not to treat the order as being binding on us.
5. There is no limit on the value of goods that can be purchased by any customer.
6. The seller displays products which form its collection. They are normally products that are in stock and available for dispatch, however on occasion certain products that are in particularly high demand will sell out quickly. Should this be the case, you can contact our customer care department on [info@syntec.ie](mailto:info@syntec.ie) who will be happy to add your details to the waiting list and contact you should the item again become available to arrange payment.
7. Phone number will be used and displayed on package for courier service.

### 3. YOUR ORDER

1. Once a choice has been made and the order has been placed, the buyer may receive an email acknowledging the details of the order. This email is NOT an acceptance of the order. Unless the buyer cancels the order in accordance with the seller's Cancellation Policy, acceptance of the order and completion of the contract between buyer and seller will be perfected when we despatch the goods to you.
2. The sale contract is therefore concluded in Ireland and the language of the contract is English. The contract will be subject to these terms and conditions and governed by Irish law and the buyer agrees to submit to the non-exclusive jurisdiction of the Irish courts in respect of any dispute that may arise under it.
3. The seller reserves the right not to accept the buyer's order in the event, for example, that we are unable to obtain authorization for payment or that the item ordered is out of stock or discontinued.
4. For customers with contracts with Syntec, Syntec will be obliged to fulfill all orders in a timely fashion and customers will be obliged to purchase products from Syntec.

### 4. PRICE

1. Prices provided by Seller are in Euros and exclude VAT. All prices and offers remain valid and as advertised from time to time. The price of a product displayed BY Seller at the time the order is accepted will be honored.
2. If the buyer is from outside the EU, you may also incur duties levied by the jurisdiction to which you have specified delivery.
3. The cost of postage and packaging will be detailed before you provide your payment details.
4. Price will be set on annual basis.
5. Prices set for customers with contracts will be reviewed at the end of each calendar year and any price increases due to increased costs etc. incurred by seller will be applied to the current pricing.

## 5. PAYMENT

1. Payment for Goods and for the cost of packaging and delivery where applicable must be made before the Goods are despatched.
2. Payment can be made by Bank Transfer or Cheque. In all cases, delivery will not occur until we are satisfied that the payment has cleared unless credit is agreed.

## 6. DELIVERY

### 1. Delivery Information for Island Of Ireland Orders Placed

Delivery charges vary and will be notified to customer

Delays may be experienced during certain times of the year and if this is the case we will contact you as soon as possible via email. Please allow ten working days for despatch and delivery.

Delivery times are usually between 08:30 and 17:30 Monday Friday. Courier deliveries will need a signature on receipt and if there is no one present to receive the delivery delivery will be postponed until next delivery date.

### 2. Customers:

We deliver to all countries in the EU and outside. Orders will be shipped with various couriers.

Please allow at least fourteen working days for despatch and delivery.

The seller will not be liable for any loss, damages or penalty resulting from delay in delivery of the goods when such delay is due to causes beyond the reasonable control of the seller, including without limitation, supplier delay, force majeure, act of God, labour unrest, or fire. In any such event, the delivery date will be deemed extended for a period equal to the delay.

## 7. CANCELLATION, RETURN & EXCHANGE

1. The seller's aim is to ensure that the buyer is fully satisfied with the goods. If, the buyer is not satisfied with the goods purchased and supplier confirms a problem with the goods, the seller may opt to replace or refund the goods. If you wish to return an item for whatever reason you may contact us by email at [info@syntec.ie](mailto:info@syntec.ie) within seven working days stating the reason for return. In the event of cancellation, we require that you return the goods to us at your own cost. The following will not be accepted back from return:
  - Fridge items
  - Batch products
  - Instruments that have no faults confirmed by engineer.
2. Our address for all returns is below where complaints are to be made.
3. The buyer must take reasonable care of all goods in their possession and return them to us, with their original packaging and tags, within 7 days from the cancellation date.
4. In order to qualify for return, the goods must fulfill the following requirements:
  - Goods may not have been used or damaged.
  - Goods must be returned in their original designer packaging.
5. The seller will make refunds of the purchase price, but excluding refund of postage and packaging costs to the buyer, in accordance with these terms within 30 days of the date of the notice of cancellation. All accurately returned products will be credited to the original buyer's account excluding shipping charges. Refunds of international customs duties and sales taxes (if applicable) are excluded on shipments outside the European Community (EU).
6. If the buyer needs to exchange an item for a different product the seller may agree to exchange the goods for a different item but this will be on a case by case basis. The seller can only exchange an item for another, subject to availability. This also only relates to stocked items. Non Stocked items can not be returned without a fault. Exchanged items can only be dispatched after the returned goods have been received and undergone a quality control check.
7. In the event that the seller mistakenly sends goods which do not match the order, or the quality of the goods sent is not up to standard, please contact the seller before returning any items. The seller, once the mistake or defect has been verified, will refund any transport costs incurred (both ways) upon receipt of the corresponding proof of purchase previously requested from the buyer.

8. In the event of any failure to return any goods to the seller within the stipulated time limits, even though validly cancelled, we shall have the right to charge any costs of recovery of the goods.

## **8. Service contracts and Reagent Contracts**

1. Prices set for customers with service contracts will be reviewed at the end of each calendar year and any price increases due to increased costs etc. incurred by seller from its suppliers will be applied to the current pricing.
2. It is agreed that once a service contract has been taking out customer will continue to use seller for service of the stated instruments and Seller agrees to provide this unless both parties agree to change.
3. The start date of all Reagent service level agreements is the first day of the month and the end date is the last day of the month. The starting month/year and the end month/year of the contract are stated on the contract.
4. Reagent Service agreement contracts carried out are exclusive between both parties whereby Supplier agrees to supply the stated products and services it distributes and customers agrees to buy these stated products and services from Supplier when required.
5. When a reagent service level agreement or Service level agreement commences between the Seller and customer only the equipment already supplied and on the customer site or covered under the service contracts in place between the supplier and customer or ordered at that time are covered under this contract. With the purchase of new equipment following the start date of the Service level contract or Reagent service level contract these may or may not be included and will be agreed by both parties.

## **9. COMPLAINTS PROCEDURE**

If you wish to make a complaint, you may do so by writing to us at:

Syntec Scientific, Unit 2, The Business Centre, Northwest Business Park, Phase 3, Ballycoolin,  
Dublin 15, Ireland  
Telephone: +353 (01) 8612100  
Fax: +353 (01) 8612101 Email: info@syntec.ie