

TERMS AND CONDITIONS OF SALE

1. ACCEPTANCE OF ORDERS

All orders are accepted by Polar Speed Distribution Limited ("Polar Speed") subject to the conditions of sale as described under these Terms and Conditions of Sale. No variation of these Terms and Conditions will be accepted by Polar Speed unless previously agreed in writing by Polar Speed. Polar Speed reserve the right to refuse any order.

2. CUSTOMERS' AUTHORITY

Customers entering into transactions with Polar Speed expressly warrant that they are authorised to accept these conditions for themselves.

3. PAYMENT

Payment of account is to be received by Polar Speed 30 days from invoice date. Failure to pay on the due date will entitle Polar Speed to withhold delivery of any subsequent orders.

4. PRICES

Prices charged will be prices charged on date of order entry. All trade prices quoted are subject to VAT at the prevailing standard rate.

5. DETAILS AND SPECIFICATION

Details and specification of products may be changed without prior notice. We will be pleased to check the details of any product for you by telephone. Polar Speed reserves the right to alter any specification of any given product at any given time without prior notification or withdraw any item without explanation.

6. CANCELLATION

Polar Speed will endeavour to meet the customer's requirements but will not be under any obligation to accept cancellation or amendment to any order or part order.

7. TITLE AND RISK

All goods supplied by Polar Speed to the customer shall remain the property of Valneva (the product manufacturer) until such time as the goods are delivered to the customer with the exception of the time immediately before delivery (described as "logical second") where ownership is transferred to Polar Speed. Upon delivery of the goods to the customer or their nominated sub-purchaser, ownership of the goods shall transfer to the customer or nominated sub-purchaser (as the case may be), and the goods shall be at the customer's sole risk from which time the customer shall be obliged to ensure the goods are adequately insured against loss or damage.

8. FORCE MAJEURE

Deliveries against the contract may be suspended pending any contingencies beyond Polar Speed's control and Polar Speed and Valneva shall not be liable for any loss or damage occasioned to the customer thereby.

9. NO WARRANTY - NO LIABILITY

Polar Speed gives no warranty and makes no representation as to the quality, suitability or fitness of any goods for any particular purpose whatsoever. Valneva warrants that at the time of delivery to Polar Speed all goods manufactured by Valneva will materially conform to the quality, identity and strength standards set forth in the applicable Summary of Product Characteristics, and such goods will have been manufactured in substantial compliance with good manufacturing practices then in effect and applicable laws and regulations. Except as set forth in the preceding sentence, Valneva gives no warranty and makes no representation as to any goods for any particular purpose whatsoever. Polar Speed does not accept nor shall it be liable for any product/goods liability claim or other liability of any kind where any losses or damages arose from or as a result of goods supplied by Polar Speed to the customer whether arising by reason of negligence on the part of Polar Speed or its employees, agents or subcontractor or otherwise. Except for losses or damages resulting from a breach of a warranty given by Valneva in the second sentence of this paragraph, Valneva does not accept nor shall it be liable for any product/goods liability claim or other liability of any kind where any losses or damages arose from or as a result of goods manufactured by Valneva whether arising by reason of negligence on the part of Valneva or its employees, agents or subcontractor or otherwise. Notwithstanding anything to the contrary contained in these Terms and Conditions of Sale, Polar Speed and Valneva shall under no circumstances be liable for any loss of profit (whether direct or indirect) or any indirect, consequential or economic loss or damage incurred by the customer or any third party, including loss under current and future contracts, loss of business or goodwill, administrative costs or disaster recovery costs.

10. DELIVERIES

Every effort will be taken to supply orders promptly but Polar Speed will not accept any responsibility for suspension or delay in deliveries nor the consequences thereof.

11. CARRIAGE

11.1 Carriage charges (where applicable) available on request.

11.2 Orders will normally be dispatched Monday to Friday. In exceptional circumstances deliveries outside of this period may be made and may be subject to further charges.

11.3 A delivery charge will be applied for orders less than £100 excl. VAT. All orders outside the UK will incur a carriage charge.

12. METHOD OF DISTRIBUTION

The method of distribution will be Cold-Chain between 2° and 8°c.

13. NON-DELIVERY

All queries or disputes relating to invoices must be made in writing to Polar Speed within 7 days of the date of the invoice.

14. RETURNED GOODS

Polar Speed has a policy of no return for goods requiring refrigeration or other customised conservation requirements. The only exception to this policy is if goods have been dispatched in error by Polar Speed. Goods can then be returned but only if the procedure below is rigorously adhered to.

15. RETURNED GOODS PROCEDURE

15.1 Check the goods carefully upon arrival. Telephone Polar Speed immediately if there are any errors. You will be given a 'returns number' and sent a Returned Goods Form. This number must be quoted on all correspondence and the Returned Goods Form must be signed by yourselves. Do not send goods back without the Returned Goods Form. This number must be quoted on all correspondence and the Returned Goods Form must be signed by yourselves.

15.2 Carefully repackage the goods in the same manner in which they arrived i.e. boxed properly including any space filling materials. Goods returned damaged as a result of poor packaging will not be accepted by Polar Speed and you will not be credited.

15.3 You must write the returns number on the outside of the box and include a compliment slip or letterhead inside with the Returned Goods Form.

15.4 Polar Speed will arrange for the goods to be collected. Goods requiring cold storage must be kept under refrigeration when on your premises. You will be asked to sign a declaration on the Returned Goods Form confirming this. Credit will be allowed on authorised returns as follows:

a) Goods authorised for return due to an error by Polar Speed - 100% credit if goods are returned under the procedure above and they are in good order.

15.5 The following classes of goods will not be accepted for return:

- a) Vaccines and other cold storage goods which have been ordered in error by yourselves.
- b) Goods which have been damaged due to improper handling or abuse.
- c) Goods which have been opened, partly used or which the seals have been removed or tampered with.
- d) Goods which have been damaged by water, fire or smoke.
- e) Goods which have exceeded their guarantee or warranty period.
- f) Goods which are made to the customers' own specification.
- g) Goods which are sterile or disposable.

Registered in England: 09829452

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