

## **Terms and Conditions**

Please read these terms and conditions (Terms) carefully before you start to use the Site.

Together with our Privacy and Cookie Policy and our terms and conditions of supply these Terms apply to and govern your use of the Site exclusion of any other terms that you may seek to incorporate. By registering to use our Site, you indicate that you accept these Terms and that you agree to abide by them. If you do not agree to these Terms, you will not be able to register or order products from us via our Site.

You should print a copy of these Terms or save them to your computer for future reference.

### **1. Information About Us**

www.lamdalabs.eu (**Site**) operated by Pern Consumer Products Limited (**we, us or our**). Our registered office 59, Ioannou Metaxa str., 19441 Koropi, Greece.

We are regulated by the MHRA (Medicines Healthcare Regulatory Agency) and authorised and regulated by the MHRA.

### **2. Accessing Our Site**

Access to the Site is permitted on a temporary basis to authorised individuals who comply with these Terms, and we reserve the right to suspend, withdraw or amend the Site without notice, including if we believe you are not complying with these Terms. We will not be liable if for any reason our Site is unavailable at any time or for any period.

### **3. Reliance On Information Posted & Disclaimer**

The materials contained on our Site are provided for general information purposes only and do not claim to be or constitute legal or other professional advice and shall not be relied upon as such, and to the fullest extent permitted by English law, we exclude all liability for loss or damage directly or indirectly arising from use of this Site.

### **4. Intellectual Property Rights**

We are the owner or the licensee of all intellectual property rights in our Site and in the material published on it. Except as expressly stated in these Terms, you are not granted ownership of any intellectual property rights, or any other rights or licences in relation to the Site. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from our Site for your personal reference and you may draw the attention of others within your organisation to material posted on our Site.

Unless expressly permitted by these Terms, you must not:

- attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit or distribute all or any portion of the Site in any form or media, or by any means; or
- attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Site; or
- access all or any part of the Site in order to build a product or service which competes with the Site; or
- commercially exploit the Site or otherwise make the Site available to any third party; or
- attempt to obtain, or assist third parties in obtaining, access to the Site, other than as provided under these Terms;
- create any form of electronic link to the Site for any automated use, content repurposing or integration to any other computer system without our explicit permission.

## **5. Our Site Changes Regularly**

We aim to update our Site regularly, and may change the content at any time. If the need arises, we may suspend access to our Site, or close it indefinitely. Any of the material on our Site may be out of date at any given time, and we are under no obligation to update such material.

## **6. Our Liability**

The material displayed on our Site is provided without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, we, and any third parties connected to us hereby expressly exclude liability relating to:

- any breach of these Terms;
- any use by you of the Site; or
- any representation, statement or tortious act or omission (including negligence) arising under or in connection with these Terms.

All warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from these Terms.

- Nothing in these Terms shall limit or exclude our liability:
- for death or personal injury caused or negligence;
- for fraud or fraudulent misrepresentation;
- breach of the terms implied by section 12 of the Sale of Goods Act 1979;

or for any other matter for which it would be unlawful or illegal for us to limit or exclude liability for.

Subject to the above, we shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any:

- loss of profit;
- loss of goodwill;
- loss of business;
- loss of business opportunity;
- loss of anticipated saving;
- loss or corruption of data or information; or
- special, indirect or consequential damage;

suffered by you that arises under or in connection with these Terms or your access to one of the Sites.

## **7. Information About You And Your Visits To Our Site**

We process information about you in accordance with our privacy policy. By using our Site, you consent to such processing and you warrant that all data provided by you is accurate, complete and up to date.

## **8. Prohibited Uses**

You must use the Site only for lawful uses and you agree and warrant that you will not use the Site for any unlawful or fraudulent purpose, including but not limited to, knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our Site, the server on which they are stored or any server, computer or database connected to our Site. You must not attack our Site via a denial-of-service attack or a distributed denial-of-service attack.

By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Site will cease immediately.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our Site or to your downloading of any material posted on it, or on any website linked to it, except where such loss or damage is caused by our negligence.

## **9. Links From Our Site**

Where our Site contains links to other websites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those Sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. When accessing a website via our Site we advise you check its terms of use and privacy policies to ensure compliance and determine how the owner may use your information.

## **10. Jurisdiction And Applicable Law**

The English courts will have exclusive jurisdiction over any claim arising from, or related to, a visit to our Site.

These terms of use and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales.

## **11. Variations**

We may revise these Terms of use at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we made, as they are binding on you. Some of the provisions contained in these Terms may also be superseded by provisions or notices published elsewhere on our Site.

## **12. Your Concerns**

If you have any concerns about material which appears on our Site, please contact [marketing@quantumpharma.co.uk](mailto:marketing@quantumpharma.co.uk)

## **13. Your Obligations**

You agree and undertake to ensure that any password or other access key provided to you, or chosen by you, is kept confidential and secure

You shall be solely responsible for ensuring that any information or material you place onto the Site is true, complete and accurate in all respects and you agree and warrant that we shall not be liable in

respect of any typographical error or other inaccuracy caused by any information or material that you place onto the Site.

You shall use your best endeavours to prevent any unauthorised use of, or access to, the Site and, in the event of any such unauthorised access or use of which you become aware, promptly notify us of the same.

You shall defend, indemnify, keep indemnified and hold us harmless against any and all claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and legal fees) arising out of or in connection with:

- your access to or use of the Site, including but not limited to, in respect of any information or material you place on the Site;
- any breach of these Terms by you; and
- any breach by you of any applicable law or regulation in respect to their use of, and access to, the Site.

#### **14. Our Obligations**

We will use commercially reasonable endeavours to make the Site available 24 hours a day, seven days a week, except for:

- planned maintenance carried out during normal business hours; and
- unscheduled maintenance.

We shall provide and make available the Site to you on and subject to these Terms.

This obligation shall not apply to any non-availability which is caused by use of the Site contrary to our instructions. If the Site is not available, we shall use reasonable commercial endeavours to correct or procure the correction of such non-availability and this shall be your sole and exclusive remedy for any non-availability of the Site. Notwithstanding this, we:

- do not warrant that your access to or use of the Site will be uninterrupted or error-free; and
- are not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities (including, but not limited to, the internet) and you acknowledge that the Site may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

Thank you for visiting our Site.