

Subscription Details

● Subscription type: End User (END1)	FECPAK^{G2} Unit Cost	£400
	Annual Subscription Cost	£385 <small>(Includes one month discount)</small>
	<u>OR</u> Monthly Subscription Cost	£35
	(Prices are exclusive of VAT)	

- View and manage data via your own web portal
- 100 FEC's per year (capped)
- Additional FEC's above the cap are available at £1 per sample
- Contract period is 24 months from the date of this Agreement
- Early termination charges may apply
- Additional species can be tested at £60 / year *(OR £5 / month)* per species (when available).
- Subscription subject to attached Terms and Conditions.

Please scan and email the completed form to subscriptions@techiongroup.com or post to the UK office at address below.

Client Details

Please tick if you are part of the Sainsbury's SFS project

Name: First _____ Email: _____

Last _____ Agent: _____

Phone: Mobile _____ Phone: _____

Address: _____

County _____ Country _____ Postcode _____

Billing Details: _____
(if different from above)

Select which billing method you prefer: Monthly Subscription Annual Subscription
(Includes one month discount)

Signed: _____

By signing this Agreement I/we confirm I/we have read and accept the Terms and Conditions of this Agreement and have the authority to enter into this Agreement.

Signed for and on behalf of the Techion Group Ltd:

Name: _____ Signed: _____ Date: _____

Phone: Mobile: _____ Email: _____

UK Contact:

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European Operations Manager Peithyll
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NZ Contact:

Techion Group Ltd
Tel: +64 (0) 3 477 7555
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support@techiongroup.com

TERMS AND CONDITIONS - FECPAK^{G2} SUBSCRIBER AGREEMENT

1. DEFINITIONS

In this Agreement:

"we", "us" or "our" means Techion Group Limited and its successors, assignees, and any associated companies.

"you", "your" or "end user" means the person or commercial entity who is the subscriber under this Agreement.

"FECPAK^{G2} Unit", "Unit" means all equipment and devices provided by us as part of the FECPAK^{G2} Unit

"FEC", "FEC's" means Faecal Egg Counts

"MICRO-I" means the image capture device supplied within the Unit.

"Cassette" means the Cassette supplied within the Unit

"Techion" means Techion Group Limited

"Menixis" means Menixis Limited, the Licensor.

"Service" means the FECPAK^{G2} FEC diagnostic and reporting service provided by Techion Group Ltd.

"License" means the license agreement between Menixis and Techion.

"Sub-license" means the parts of this agreement that permit You to purchase and use those elements of the FECPAK^{G2} Unit covered by Techion's License with Menixis.

2. TERM

The term of this Agreement is two (2) years, which will start from the date the Agreement is signed by us. If the Subscriber terminates and/or is in breach of the Agreement then termination fees will apply.

3. FEES AND CHARGES

You will pay us or our nominee (if listed on the tax invoice) the following:

the costs as detailed in this Agreement including the monthly subscription fees in advance on the due date for payment as set out in our tax invoice, plus any additional taxes payable.

any additional product or services you request and which we provide to you from time to time and as listed in our invoice to you

any fees associated with dishonoured cheques and/or direct debit on demand – payable immediately;

any liquidated damages payable under clause 5 and any associated collection fee where applicable – payable immediately;

costs incurred for the collection of any overdue debts – payable immediately .

4. AVAILABILITY OF SERVICE

We aim to provide a high quality service which is available at all times. However because we rely on communication services and other networks and equipment that we do not own or control, we cannot promise that our services will always be available or fault free, and shall not be responsible for any costs associated should for any reason Our service be unable to be provided to you at any one time.

You agree that you have the appropriate computer equipment capable of accessing the internet and being able to communicate with the MICRO-I via a USB port.

Our service to you under this Agreement expressly excludes any internet connection set up costs and ongoing internet access fees, and costs associated with your computer equipment being able to connect and communicate with the MICRO-I.

5. USE OF FECPAK^{G2} UNIT

We are making available to you the FECPAK^{G2} Unit (the Micro-I and Cassette under a sublicense agreement with Menixis) for the express purpose of carrying out FEC's (and any associated service we may offer to you from time to time) and as such you are not entitled to use the Unit for any other purpose.

You shall not sell or make the Unit available to any third party without our prior written consent, nor attempt to modify it in any way.

You must use the FECPAK^{G2} Unit in accordance with our instructions (which we may alter from time to time by notice to you) and keep the FECPAK^{G2} Unit in good and useable condition at all times (fair wear and tear excepted).

We will warrant the equipment and devices within the Unit against manufacturing faults for a period of 12 months from the date of delivery. However any repairs or replacement of Unit components outside of this warranty period shall be at your cost.

We will not be liable for any loss (including by fire) or theft of, or damage however caused to the Unit during the term of this Agreement. It is your responsibility to have insurance cover if you elect to do so, against potential liability under this clause.

You must advise us as soon as the FECPAK^{G2} Unit is damaged, not in full working order, lost or stolen, and we will advise you on how we can best assist you.

The FECPAK^{G2} Unit includes software that is either owned by us or licensed by us from Menixis Limited. You have a limited sub-license (permission) to use this software only within the FECPAK^{G2} Unit and only for the Term, and for the purpose of, this Agreement. You must not copy, reproduce, decompile, create derivative works of, reverse engineer, attempt to repair, makes connections to, modify, sublicense, distribute or use for any other purpose either the FECPAK^{G2} Unit or the software in the FECPAK^{G2} Unit or attempt or authorise or permit any other person to do so.

We may from time to time and at our absolute discretion offer you the opportunity to upgrade your FECPAK^{G2} Unit (and any other associated equipment) for a new FECPAK^{G2} Unit (or other equipment), and shall advise you of any costs associated with such an upgrade.

We may also download new software to and retrieve information from the FECPAK^{G2} Unit at any time without notice to you.

We shall be under no obligation to you to continue to provide you with the services offered until this Agreement should any components of your FECPAK^{G2} Unit be in a condition that render it no longer workable and/or you are unable to maintain suitable internet access.

6. TERMINATION

We may terminate or temporarily suspend this Agreement without written notice to you if you fail to pay any amount you owe us under this Agreement on the due date, if you breach any other clause of this Agreement, or if we have reasonable grounds to suspect fraud or any other unauthorised activity. Any such termination or suspension will be without prejudice to our other rights and remedies.

You may terminate the Agreement at any time but will still be liable for any outstanding monthly fees owing until the completion of the subscription term.

On termination of this Agreement you must immediately pay us all amounts you owe us including any liquidated damages payable under this clause 6.

Your obligations under this Agreement will survive for our benefit.

We may, at our sole decision, make an offer to purchase back your FECPAK^{G2} Unit upon termination, but we will be under no obligation to do so.

7. USE OF INFORMATION

We reserve the right to use information collected via the FECPAK^{G2} system in any form we desire but we shall not release your name in relation to such information without your prior written consent.

8. MENIXIS AGREEMENT

By signing this Agreement, You agree to be a Sub-Licensee under the Licensee agreement between Menixis and Us (as Licensee) and abide by any of the conditions of the License agreement applicable to You as a Sub-licensee, and You acknowledge that We can only provide You with this Service if you agree to this (please contact Us if you require further clarification of these conditions).

We are not able to offer You the Service if actions from either You or Us breach our License agreement with Menixis, the consequences of which may result in either Our License agreement with Menixis being terminated and/or Our agreement with You having to be terminated.

9. GENERAL

The Terms and Conditions of this Agreement will be governed by the Laws of New Zealand.

You will be liable to pay all our costs and expenses (including legal costs) in enforcing these terms and conditions.