



Standard Terms and Conditions for the Supply of Analytical Scientific Services

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1. Interpretation

- 1.1 "Agreement" means these terms and conditions and the supply of Services to which it relates; "Customer" means the company, organisation or individual which accepts the supply of Services; "Customer Materials" means goods, samples, equipment, materials, and/or information to be provided by the Customer to LGC in order for LGC to perform the Services; "Data Protection Laws" means the Regulation and all other applicable laws, regulations and provisions relating to Processing; "Human Biological Samples" means any human biological materials including, without limitation, blood, tissue, cells or sub-cellular structures such as DNA or any derivative of such human biological materials including cell lines, bodily fluids, urine and blood derivatives; "LGC" means LGC Limited; "Personal Data" has the meaning set out in the Regulation; "Personnel" means any officers, employees, agents or subcontractors; "Price" means the price agreed for the Services; "Processing" has the meaning set out in the Regulation; "Regulation" means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (General Data Protection Regulation); "Report" means the report, if any, to be supplied by LGC to the Customer on completion of the Services; "Services" means the services to be provided by LGC to the Customer.
- 1.2 Unless other terms and conditions are expressly accepted by LGC by a specific written amendment hereto, the Agreement between the parties shall be on the terms and conditions set out below, whether or not the same are endorsed upon, delivered with or referred to in any purchase order or other document delivered or sent by the Customer to LGC.

2. Quotations

- 2.1 Any quotation, estimate or proposal is provided by LGC on the basis that no agreement shall come into existence until the Customer has endorsed and returned it without amendment. Unless otherwise stated, any quotation, estimate or proposal is valid for a period of one calendar month from the date of issue, provided that it is not withdrawn by LGC.
- 2.2 The Customer shall be responsible for the selection of Services to be provided by LGC and for ensuring the accuracy of the terms of such quotation, estimate or proposal. LGC shall not be responsible for the appropriateness or suitability of the Services selected by the Customer.

3. Delivery

- 3.1 LGC shall endeavour to carry out the Services within the time agreed, and if no time is agreed, within a reasonable time. In no circumstances shall LGC be liable for loss or damage of any kind by any delay in the performance of the Services. LGC may make delivery of the Services by instalments.

4. Liability and Indemnity

- 4.1 Except to the extent that LGC can be shown to have been negligent in carrying out the Services or in providing information or advice to the Customer, LGC accepts no responsibility for the use made of any information or advice arising therefrom by the Customer or any third party. The aggregate liability of LGC under this Agreement shall be limited to £500,000 or the value of the Services, whichever is the lower, and the Customer shall have a duty to mitigate any loss suffered by it pursuant hereto. In no event shall LGC be liable for loss of profits, loss of business or revenue, loss of anticipated savings, depletion of goodwill, any third party claims, or any indirect or consequential loss or damage, which arise out of or in connection with this Agreement. Nothing in this Agreement shall exclude or limit LGC's liability for death or personal injury caused by the negligence of LGC, its employees or agents or for fraudulent misrepresentation.
- 4.2 LGC hereby excludes all conditions, warranties and stipulations statutory, express or implied, which but for such exclusion would or might subsist in favour of the Customer except as expressly provided for in this Agreement or where the Customer is by law deemed to be a consumer.
- 4.3 Save insofar as LGC can be shown to have been negligent under clause 4.1, the Customer shall: (1) fully indemnify LGC and LGC's Personnel against any loss, damage or injury (including injury resulting in death) to property or person sustained by (a) LGC and/or its Personnel, (b) the Customer and/or its Personnel, and (c) any third party, where such loss, damage or injury is caused by the negligent act or omission of the Customer or the Customer's Personnel; and (2) fully indemnify LGC against all financial liability (including professional costs) suffered or incurred by LGC as a result of, or in connection with any third party claim brought against LGC resulting from death, injury, damage or loss occasioned by the use, operation, methods or other results of the Services.
- 4.4 The Customer's sole remedy in respect of any liability of LGC or its Personnel shall be in damages.

5. Reports

- 5.1 The Customer shall provide LGC with full and accurate details of the purpose and intended use of any Report to be prepared hereunder.
- 5.2 Except for the purposes and intended use in clause 5.1 the Customer shall not without the prior written consent of LGC use, exploit, divulge or disclose to third parties the Report, results or conclusions therein or any LGC proprietary material including, but not limited to, business or other systems, methodologies, testing techniques and applications, programmes, marketing or technical information, or intellectual property rights, which may be communicated to or gained by the Customer in connection with or as a result of LGC providing the Services.
- 5.3 The Customer shall not use LGC's name in any way to imply endorsement or otherwise by LGC of the Customer Materials or any process or product.
- 5.4 Any statements (whether written or oral) as to the results of the Services carried out and all/any opinions in any Reports or other communications provided by LGC to the Customer are made in good faith and on the basis of the Customer Materials.

6. Actual or Contemplated Proceedings

- 6.1 The Customer must disclose to LGC in writing if the Services are required in connection with actual or contemplated civil or criminal proceedings. A Report must not be used for the purpose of any actual or contemplated legal, arbitration or administrative proceedings without LGC's prior written consent.
- 6.2 Notwithstanding clause 6.1, if LGC is obliged to provide testimony or records regarding the Services for the Customer in any legal, arbitration or administrative proceedings, the Customer shall reimburse LGC for any expenses incurred (including legal fees), in addition to a reasonable hourly fee for the involvement of its employees in any such proceedings.

7. Health and Safety

- 7.1 The Customer shall ensure that all appropriate safety measures and legislation are observed when sending any material to LGC and shall ensure that any hazardous material is clearly marked. Where the Customer knows or suspects that any substance or procedure it is providing, making available or requesting may give rise to a hazard of an unusual nature the Customer shall make LGC aware in writing of the nature of that hazard before arranging for the delivery (or collection) of the materials to LGC or before exposing any LGC employee, agent or subcontractor to the materials.

- 7.2 Where applicable, the Customer shall ensure that the Customer's Personnel attending LGC's premises in connection with the Services comply at all times with all health and safety measures, procedures and protocols in place on LGC's premises and with such other directions regarding safe working as LGC may direct. LGC reserves the right at its absolute discretion to refuse to admit to or remove from its premises any of the Customer's Personnel who in LGC's opinion are unable to comply with this clause 7.2.

8. Customer Materials

- 8.1 The Customer shall promptly supply the Customer Materials and shall ensure that the Customer Materials are tested or inspected and are suitable for use by LGC in the performance of the Services. The Customer shall arrange at its own expense and risk the delivery of the Customer Materials to LGC. The Customer warrants, in respect of each item comprised in the Customer Materials, that all items in the Customer Materials are correct and in good order and have not to the best of the Customer's knowledge been tampered with, altered, added to or substituted in any way whatsoever.
- 8.2 The Customer represents and warrants to LGC that all Human Biological Samples supplied pursuant to this Agreement shall be procured and supplied to LGC ethically and on the basis of informed consent, including consent to Processing by LGC (and third parties, where applicable) as necessary for the provision of the Services. The Customer shall notify LGC promptly in the event that such informed consent is withdrawn or materially changed. Except as otherwise agreed in writing, all Human Biological Samples shall be supplied to LGC in an anonymised or pseudonymised form, to ensure that LGC does not receive any personally identifiable information of the donor.
- 8.3 Where applicable, the Customer may direct that LGC stores, destroys, or re-delivers to the Customer the Customer Materials (or such part remaining) after the Services have been completed, such storage, destruction or re-delivery to be at the Customer's own cost. Where no direction is received within three months of completion of the Services, then the Customer shall be deemed to have abandoned the Customer Materials, and LGC shall be entitled to store, destroy or re-deliver such Customer Materials and to charge the Customer reasonable costs for the same at its discretion or to use such Customer Materials for LGC's internal research purposes.

9. Price

- 9.1 LGC reserves the right to amend the Price to take account of any variations in the Services as a result of additional information or a request in writing by the Customer. LGC shall obtain the Customer's prior approval before performance of any additional work or variations in the Service. Unless expressly stated otherwise all Prices are exclusive of VAT which shall be charged at the rate and in the manner prescribed by law from time to time.

10. Payment

- 10.1 The Price shall become payable upon the performance of the Services and/or delivery of any goods comprised therein. Payment shall be made by the Customer in pounds sterling within 28 days of the date of LGC's invoice. LGC shall be entitled to payment for all instalments of Services part supplied to the Customer whether under a blanket order or otherwise.
- 10.2 Interest at an annual rate of 5% above HSBC Bank plc Base Rate from time to time shall accrue and be calculated on a daily basis on overdue accounts from the date of invoice until payment. Notwithstanding any other agreement allowing the Customer credit, payment shall become due and payable to LGC immediately upon the termination of this Agreement.
- 10.3 Where the Customer defaults under any agreement with LGC in payment on the due date of any sum due to LGC, LGC without liability may postpone any delivery or may cancel this Agreement, or any other agreement between LGC and the Customer, but without prejudice to any right or remedy which LGC may have against the Customer in respect of such default.

11. Intellectual Property

- 11.1 Unless otherwise agreed in writing, the ownership of any and all rights in and to any Reports, copyright, patents, designs, conceptual solutions, analyses, processes, inventions, software, databases, know-how, confidential information, any other rights in intellectual property (whether registered or unregistered) or otherwise ("IP"), other than third party rights, arising as a result of LGC providing the Services ("LGC IP"), shall remain vested in LGC. LGC shall grant the Customer a non-exclusive non-transferable licence to use the LGC IP solely in accordance with this Agreement.
- 11.2 LGC with respect to the Services, and the Customer with respect to the Customer Materials, shall each fully indemnify the other against all financial liability (including professional costs) suffered or incurred by the other arising out of or in connection with any claim alleging infringement or misuse of a third party's IP.

12. Confidentiality

- 12.1 Both parties shall use reasonable endeavours to keep confidential for a period of five (5) years from the acceptance date of the supply of Services any information provided (oral or written) or disclosed by or on behalf of the other. This clause shall not apply to any information which at the time of disclosure is (or subsequently becomes) published or generally available to the public (other than as a breach of the receiving party's obligation under this clause), which at the time of disclosure was already in the possession of the receiving party (other than under an obligation to the disclosing party), which subsequently legally comes into their possession from another source, or which is required to be disclosed in order to comply with a legal requirement.

13. Cancellation

- 13.1 If the Customer cancels, extends or delays (or purports to cancel) the Agreement or part thereof, or fails to accept supply of the Services at the time agreed or if no time is agreed within a reasonable time, then the Customer shall be liable for (without prejudice to any other rights of LGC) and fully indemnify LGC against any resulting loss, damage or expense incurred by LGC in connection with the supply or non-supply of the Services including the cost of any services, material, plant or tools used or intended to be used therefor and the cost of labour and other overheads including a percentage in respect of profit.

14. Termination

- 14.1 LGC may terminate this Agreement forthwith by notice in writing if the Customer is in material breach of this Agreement and, where such breach is remediable, the Customer fails to remedy the same within 30 days of the receipt of a written request to so remedy.
- 14.2 Each party has the right to terminate the Agreement at its discretion if, in respect of the other party (a) an order is made or a resolution passed for its winding up or an order is made for the appointment of an administrator to manage its affairs, business and property, (b) a receiver is appointed of such party's assets or undertaking, or (c) if circumstances arise which entitle the court or a creditor to appoint a receiver or administrator or to make a winding-up order or if either party takes or suffers any similar or analogous action in consequence of debt.



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14.3 The termination of this Agreement shall be without prejudice to the rights and duties of either party accrued prior to termination. The clauses in this Agreement which expressly or impliedly have effect after termination shall continue to be enforceable notwithstanding termination. The Customer shall pay the Price in respect of any Services (or part thereof) supplied prior to termination, regardless of the reason for termination.

15. Force Majeure

15.1 If LGC is unable (whether temporarily or permanently) to procure any services or goods necessary to enable it to supply the Services or if the supply of the Services is prevented or hindered by reason of any cause beyond LGC's reasonable control (which shall include acts of God, governmental action, war or national emergency, acts of terrorism, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, currency restrictions, strikes or other labour dispute, or restraints or delays affecting shipping or carriers) LGC may cancel the Agreement by notice in writing to the Customer so far as it relates to the Services not then supplied or work not then done and such cancellation shall not give rise to any claims by the Customer provided that the Customer shall remain liable to pay for the Services supplied prior to the date of such cancellation.

16. Data Protection

16.1 LGC shall comply at all times with its obligations under the Data Protection Laws where Processing Personal Data of the Customer or a third party in the provision of the Services.

16.2 The Customer shall comply at all times with its obligations under the Data Protection Laws and warrants to LGC that it has secured all necessary consents where providing Personal Data of third parties to LGC in connection with the Services. The Customer shall indemnify LGC in the event of any loss or damage (of any nature) incurred by LGC as a result of the Customer's failure to comply with this Clause 16.

17. Legal and Regulatory Compliance

17.1 The Customer will comply with all applicable laws, statutes, regulations, directives, and/or codes of practice in force from time to time. Failure to comply with any provision of Clause 16 or Clause 17 is grounds for immediate termination of this Agreement by LGC, which termination shall not result in any costs or compensation becoming payable by LGC to the Customer.

17.2 The Customer agrees and undertakes that it shall not, and shall require that its employees and affiliates shall not, take any action in furtherance of an unlawful order, promise or payment, in violation of the United Kingdom's Bribery Act 2010 or the United States' Foreign Corrupt Practices Act ("FCPA"), nor take any action that would cause either itself or any other party (including LGC) to be in violation of the Bribery Act 2010 or the FCPA.

17.3 The Customer shall inform LGC immediately if at any time it becomes aware, or reasonably suspects, that it has been entered on any denied persons, politically exposed persons or other sanctions lists maintained by the United Kingdom, the United States, the European Union or any other recognised national or international, governmental or quasi-governmental body. The Customer acknowledges that entry onto any such list is grounds for immediate termination of this Agreement by LGC in accordance with clause 17.1.

18. General

18.1 The Customer shall not assign any Agreement or any part thereof without the written consent of LGC. LGC may assign the Agreement or any part thereof to any member of the LGC group of companies or its successors. LGC shall be entitled to subcontract any part of the Services to be provided hereunder.

18.2 Each right or remedy of LGC under the Agreement is without prejudice to any other right or remedy of LGC whether under the Agreement or not.

18.3 If any provision of the Agreement shall be held to be illegal, invalid or unenforceable in whole or in part, either under enactment or rule of law, such provision or part shall to that extent be deemed not to form part of the Agreement but the legality, validity and enforceability of the remaining provisions of the Agreement shall not be affected.

18.4 LGC reserves the right to announce publicly that it is providing services to the Customer with the prior written consent of the Customer, not to be unreasonably withheld.

18.5 Failure by LGC to enforce any of the terms of this Agreement (which includes the Services) shall not be construed as a waiver of any of its rights hereunder.

18.6 The Customer shall have no right of set off, statutory or otherwise.

18.7 A person who is not a party to the Agreement may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

18.8 A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.

18.9 The Agreement is subject to English Law and the parties submit themselves to the exclusive jurisdiction of the English courts.