

Supply of Goods and Services Terms and Conditions (June 2025)

1. Definitions and interpretation

Business Day:	A day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
Conditions:	These terms and conditions as amended from time to time in accordance with clause 15.9.
Contract:	The contract between the Supplier and the Customer for the supply of Goods and/or Services in accordance with these Conditions.
Customer:	The person or firm who purchases the Goods and/or Services from the Supplier.
Force Majeure Event:	Means any circumstance not within a party's reasonable control including, without limitation acts of God, flood, drought, earthquake or other natural disaster, epidemic or pandemic, terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations, nuclear, chemical or biological contamination or sonic boom, any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent, collapse of buildings, fire, explosion or accident, any labour or trade dispute, strikes, industrial action or lockouts (other than in each case by the party seeking to rely on this clause, or companies in the same group as that party), non-performance by suppliers or subcontractors and interruption or failure of utility service.
Goods:	The goods (or any part of them) set out in the Order.
Goods Specification:	Any specification for the Goods, including any relevant plans or drawings, that is agreed in writing by the Customer and the Supplier.
IPR:	Patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world, including the right to sue for and recover damages for past infringements.
Order:	The Customer's order for the supply of Goods and/or Services, as set out in the Customer's purchase order form or as otherwise agreed in writing.
Sales Materials	Any brochures, catalogues, price lists, designs, drawing or other illustrations, models, samples relating to the Goods.
Services:	The services supplied by the Supplier to the Customer as set out in the Service Specification.
Service Specification:	The description or specification for the Services provided in writing by the Supplier to the Customer.
Supplier:	DA VINCI LABORATORY SOLUTIONS UK AND IRELAND LTD registered in England and Wales with company number 06579409.
a)	A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
b)	A reference to a party includes its successors and permitted assigns.
c)	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.
d)	Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

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- e) A reference to **writing** or **written** includes emails.
- f) The schedules to this agreement, together with any documents referred to in them, form an integral part of this agreement and any reference to this agreement means this agreement together with the schedules and all documents referred to in them, and such amendments in writing as may subsequently be agreed between the parties.

2. Basis of contract

- 2.1. The Order constitutes an offer by the Customer to purchase Goods and/or Services in accordance with these Conditions.
- 2.2. The Order shall only be deemed to be accepted when the Supplier, or an authorised person, issues written acceptance of the Order at which point and on which date the Contract shall come into existence (**Commencement Date**).
- 2.3. Any samples, drawings, descriptive matter or advertising issued by the Supplier and any descriptions of the Goods or illustrations or descriptions of the Services contained in the Supplier's catalogues or brochures are issued or published free of charge (unless otherwise indicated) for the sole purpose of giving an approximate idea of the Services and/or Goods described in them. They shall not form part of the Contract or have any contractual force. The Supplier reserves the right to charge for any additional copies requested by the Customer.
- 2.4. These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.5. Any quotation given by the Supplier shall not constitute an offer, and is only valid for a period of one calendar month from its date of issue, unless otherwise agreed by the parties in writing. The Supplier reserves the right to pass on any costs incurred in preparing the quotation to the Customer.
- 2.6. All of these Conditions shall apply to the supply of both Goods and Services except where application to one or the other is specified.

3. Goods

- 3.1. The Goods are described in the Order and the Goods Specification where applicable.
- 3.2. The Customer shall indemnify the Supplier against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by the Supplier arising out of or in connection with any claim made against the Supplier for actual or alleged infringement of a third party's IPR arising out of or in connection with the Supplier's use of any Goods Specification. This clause 3.2 shall survive termination of the Contract.
- 3.3. The Supplier reserves the right to amend any Goods Specification if required by any applicable statutory or regulatory requirement, and the Supplier shall notify the Customer in any such event.

4. Delivery of Goods

- 4.1. The Supplier shall ensure that:
 - 4.1.1. each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, all relevant Customer and Supplier reference numbers, the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Order is being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and
 - 4.1.2. It states clearly on the delivery note any requirement for the Customer to return any packaging material to the Supplier. The Customer shall make any such packaging materials available for collection at such times as the Supplier shall reasonably request. Returns of packaging materials shall be at the Supplier's expense and the Supplier shall be liable for any damage suffered to the packaging materials.
- 4.2. The Supplier shall deliver the Goods to the location set out in the Order or such other location as the parties may agree (**Delivery Location**) at any time after the Supplier notifies the Customer that the Goods are ready.
- 4.3. Unless otherwise agreed between the parties the methods of packaging, transport and shipment shall be at the discretion of the Seller. The Supplier reserves the right to charge the Customer for any specific packing, transport and shipment requests.
- 4.4. Unless otherwise agreed between the parties Delivery of the Goods shall be completed on the completion of unloading of the Goods at the Delivery Location.
- 4.5. Unless otherwise agreed between the parties, any dates quoted for delivery of the Goods are approximate only, and the time of delivery is not of the essence. The Supplier shall not be liable, nor be in breach of these Conditions, for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 4.6. If the Supplier fails to deliver the Goods on any dates quoted for delivery the Customer shall notify the Supplier of late delivery and the parties shall liaise with regards to a new proposed delivery date estimate.
- 4.7. If the Supplier fails to deliver the Goods following two further delivery attempts, its liability shall be limited to the costs and

expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. The Supplier shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions for the Goods or any relevant instruction related to the supply of the Goods.

- 4.8. If the Customer fails to accept delivery of the Goods within 3 Business Days of the Supplier notifying the Customer that the Goods are ready, then except where such failure or delay is caused by a Force Majeure Event or by the Supplier's failure to comply with its obligations under the Contract in respect of the Goods:
 - 4.8.1. Delivery of the Goods shall be deemed to have been completed at 9.00 am on the third Business Day following the day on which the Supplier notified the Customer that the Goods were ready; and
 - 4.8.2. The Supplier shall store the Goods until delivery takes place, and charge the Customer for all related costs and expenses (including insurance).
- 4.9. If Business Days after the Supplier notified the Customer that the Goods were ready for delivery the Customer has not accepted delivery of them, the Supplier may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to the Customer for any excess over the price of the Goods or charge the Customer for any shortfall below the price of the Goods.
- 4.10. If the Supplier delivers up to and including 5% more or less than the quantity of Goods ordered the Customer may not reject them.
- 4.11. The Supplier may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

5. Title and risk

- 5.1. Unless otherwise agreed between the parties risk in Goods shall pass to the Customer when the carrier takes possession
- 5.2. Title to the Goods shall not pass to the Customer until the Supplier receives payment in full (in cash or cleared funds) for:
 - 5.2.1. The Goods;
 - 5.2.2. Any other goods that the Supplier has supplied to the Customer;
 - 5.2.3. Any interest or costs,

In respect of which payment has become due, in which case title to the Goods shall pass at the time of payment of all such sums.
- 5.3. Until title to the Goods has passed to the Customer, the Customer shall:
 - 5.3.1. Where possible store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property;
 - 5.3.2. Not remove, deface or obscure any identifying mark on or relating to the Goods;
 - 5.3.3. Maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on the Supplier's behalf from the date of delivery;
 - 5.3.4. Notify the Supplier immediately if it becomes subject to any of the events listed in clause 14.2.2 to clause 14.2.5; and
 - 5.3.5. Give the Supplier such information relating to the Goods as the Supplier may require from time to time in a legible format.
- 5.4. Subject to clause 5.5, the Customer may resell or use the Goods in the ordinary course of its business (but not otherwise) before the Supplier receives payment for the Goods. However, if the Customer resells the Goods before that time title to the Goods shall pass from the Supplier to the Customer immediately before the time at which resale by the Customer occurs.
- 5.5. If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 14.2.2 to clause 14.2.5, then, without limiting any other right or remedy the Supplier may have:
 - 5.5.1. The Customer's right to resell Goods or use them in the ordinary course of its business ceases immediately; and
 - 5.5.2. The Supplier may at any time:
 - a) Require the Customer to deliver up all Goods in its possession which have not been resold, or irrevocably incorporated into another product; and
 - b) If the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

6. Quality of Goods and Services

- 6.1. The Customer agrees that it shall inspect all Goods delivered to it by the Supplier, and notify the Supplier in writing of any shortages defects, damage or inaccuracies within 8 Business Days of delivery at the Delivery Location

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- 6.2. The Supplier warrants that on delivery, and for a period of 12 months from the date of delivery (**Warranty Period**), the Goods (that are described as “new”) shall:
 - 6.2.1. conform in all material respects with their description and any applicable Goods Specification;
 - 6.2.2. Be free from material defects in design, material and workmanship
 - 6.2.3. Be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and
 - 6.2.4. Be fit for any purpose held out by the Supplier.
- 6.3. Subject to clause 6.5, the Supplier shall, at its option, repair or replace the defective Goods, if:
 - 6.3.1. The Customer gives notice in writing during the Warranty Period within a reasonable time of discovery (or if the Goods require inspection or testing on the day of delivery) that some or all of the Goods do not comply with the warranty set out in clause 6.2;
 - 6.3.2. The Supplier is given a reasonable opportunity of examining such Goods; and
 - 6.3.3. The Customer (if asked to do so by the Supplier) returns such Goods to the Supplier’s place of business, or any other place as notified by the Supplier to the Customer, at the Customer’s cost. The Supplier shall reimburse the Customer for any costs incurred under this clauses

6.3.3 if the Goods fail to comply with the warranty in clause 6.2
- 6.4. The Supplier, may, at its option, outsource its obligations under the warranty. The Customer shall be responsible for any costs incurred by the Supplier for using another party to carry out any of its obligations under clause 6.3
- 6.5. The Supplier shall not be liable for the Goods’ failure to comply with the warranty in clause 6.2 if:
 - 6.5.1. The Customer makes any further use of such Goods after giving a notice in accordance with clause 6.3;
 - 6.5.2. The Goods are used by the Customer for purposes other than for what they were intended or in a way that the Supplier could not have reasonably anticipated;
 - 6.5.3. The defect arises because the Customer failed to follow the Supplier’s or the manufacturers oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice;
 - 6.5.4. The defect arises as a result of the Supplier following any drawing, design or Goods Specification supplied by the Customer;
 - 6.5.5. The Customer alters or repairs such Goods without the written consent of the Supplier;
 - 6.5.6. The Customer breaches any of its obligations under these Conditions;
 - 6.5.7. The Customer changes, alters or amends the software that the Goods were originally intended to work with;
 - 6.5.8. The defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions; or
 - 6.5.9. The Goods differ from the Goods Specification as a result of changes made to ensure they comply with applicable statutory or regulatory standards.
- 6.6. Except as provided in this clause 5, the Supplier shall have no liability to the Customer in respect of the Goods’ failure to comply with the warranty set out in clause 6.1.
- 6.7. The terms of these Conditions shall apply to any repaired or replacement Goods supplied by the Supplier.
- 6.8. The Customer shall liaise directly with the Supplier if the Goods are covered by a manufacturer’s warranty.

7. Supply of Services

- 7.1. The Supplier shall supply the Services to the Customer in accordance with the Service Specification in all material respects.
- 7.2. The Supplier shall use all reasonable endeavours to meet any performance dates for the Services specified in the Order, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.
- 7.3. The Supplier reserves the right to amend the Service Specification if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and the Supplier shall notify the Customer in any such event.
- 7.4. The Supplier warrants to the Customer that the Services will be provided using reasonable care and skill.
- 7.5. The Services shall be deemed to have been accepted by the Customer at the earlier of:
 - 7.5.1. The Customer inspecting and confirming that the Services have been carried out accordingly; or
 - 7.5.2. 8 Days after the Supplier has notified the Customer that the Services have been carried out and no response has been received by the Supplier from the Customer; or
 - 7.5.3 The Customer making any use of the Goods.

7.6 Place of Business

- 7.6.1 Maintenance services will be carried out on the Customer's premises, unless in the opinion of Company's engineer, the work will be best affected at Company's premises.
- 7.6.2 The Customer agrees that the Supplier engineer shall have full and free access to the equipment, and the necessary time to complete their work. Customer will be responsible and liable to ensure that the Customer premises and the condition of the equipment contained therein, must comply with the Health and Safety at Work Act and any other special regulations application to the particular type of establishment.

7.7 Advance Notification

- 7.7.1 Any specific faults or irregularities in the equipment must be notified to Supplier before a visit so that the engineer can ensure that they carry with them any additional parts which they believes necessary. If failure to notify Supplier of faults results in a wasted visit, any additional visit may be charged for, once the required parts are available. Request for repairs under the Contract must be made by a Customer representative with authority to make such a request.

7.8 Responsibility of Supplier

- 7.8.1 Where agreed in a Quotation that Supplier shall perform maintenance services, Supplier shall, in return for payment of the costs outlined in below, (i) maintain the equipment in good operating condition; and (ii) furnish a full breakdown service during normal working hours. Supplier will use commercially reasonable endeavours be responsive to the maintenance needs of the Company, and shall (subject to the conditions of this Part B):
- 7.8.2 Provide preventative maintenance visit(s) (where possible) which shall be agreed in advance with the Customer. Preventive maintenance may be scheduled and/or performed during the Company's normal business hours. Such preventive maintenance may be scheduled and/or performed concurrently with remedial services.
- 7.8.3 Where contracted to do so, will provide unlimited labour for the repair of instrumentation during the period of the Contract. This shall consist of Supplier personnel taking those actions, which in their opinion, are necessary to ensure proper equipment function.
- 7.8.4 Where contracted to do so, will provide all replacement parts for the repair of instrumentation during the period of the Contract. This shall consist of Supplier personnel, at their sole discretion, replacing or repairing items as necessary to ensure proper equipment function. All consumable items are excluded. Only standard parts or parts of equal quality shall be provided unless otherwise agreed.
- 7.8.5 Limit its maintenance support services to the equipment covered hereby and shall provide its service contingent upon the proper use of the equipment. Equipment modified without Supplier approval, or which has been subjected to unusual physical or electrical stress is not covered by the Contract.
- 7.8.6 Normal daily maintenance, such as replacement of septa, ferrules and other similar items, is the responsibility of the Customer alone and does not form part of the Services.

7.9 Charges for maintenance and repairs

- 7.9.1 The costs are as stated in the Quotation and include the following in relation to the Services:
- 7.9.2 Regarding annual preventative maintenance - all labour, travel time, accommodation and travel costs as well as the supply of all materials excepting user replaceable, consumable items. Charges for preventative maintenance services provided outside of the normal working hours specified herein, shall be at the then prevailing Supplier standard labour rates. Supplier neither guarantees nor implies the availability outside normal working hours.
- 7.9.3 Regarding breakdown visits - all labour, travel time, costs and overnight accommodation. User replaceable, consumable items are not included.

7.10 Exceptions

- 7.10.1 Services performed under these special terms shall be provided with the following exceptions:
- 7.10.2 Where damage has occurred due to accident, neglect, misuse, incorrect supplies being used, willful damage, or any force of nature or riot;
- 7.10.3 Where unauthorised alterations have carried out, including changes to specification;
- 7.10.4 Failure to comply with technical and environmental conditions as specified by Company;
- 7.10.5 Where Supplier is prevented from carrying out the Contract by union activities.
- 7.10.6 These special terms do not cover the restoration to normal operation of equipment which has deteriorated as a result of misuse.
- 7.10.7 Where instruments/parts fall outside of support of the OEM or are otherwise obsolete, limited in availability or no longer available due to their manufacture having ceased, or where OEM support for hardware has ended ("Obsolescence"), the Company's obligations to perform the Service will be reduced accordingly (even though the Supplier may endeavour to continue to perform to the extent possible) and will have the right to terminate the Contract in whole or part by giving written notice where it judges that the continued provision of maintenance or repair services is impracticable or uneconomic. The Supplier shall not be liable for any failure to procure or otherwise provide maintenance or repairs to

equipment or systems to which if Obsolescence has occurred or for any extended lead times due to parts or support being unavailable or in short supply.

- 7.10.8 If termination occurs under paragraph iii above, and the parties within one month enter into a contract for the Supplier to supply new equipment to replace the obsolescent equipment, the Supplier will provide a proportionate credit towards an extended warranty representing the unused portion of the Consideration relating to such new equipment and which has been paid by the Customer as at termination of the Contract. Otherwise, if termination is under this paragraph, any prepaid unearned Consideration will not be refunded.

8. Installation and Technical Support

- 8.1. The Customer shall provide the Supplier with any reasonable assistance and information requested to ensure correct installation and operation of the Goods.
- 8.2. The Customer shall procure that all employees, workers, consultants and agents employed to install the Goods do so in accordance with the Supplier's instructions.
- 8.3. The Supplier shall not be liable to the Customer as a result of the Customer's failure to comply with this clause 8.
- 8.4. The Customer shall be responsible for and shall bear the full cost of installation of the Goods and any other ancillary equipment that is to be installed in connection with the Goods.
- 8.5. The Supplier, at the Customer's request, may provide technical advice from time to time in relation to use and installation of the Goods, but it is expressly agreed that there is no obligation for the Supplier to provide any advice and that if any advice or assistance is given (which will be without charge) it shall be given and accepted at the Customer's risk and the Supplier shall not be responsible or liable for the advice or assistance given or any consequences or reliance on it.

8.6. Analytical Solutions

- 8.6.1. WHEREAS, the Company provides certain solutions developed in Company-owned and/or Company-operated laboratories ("Company Solutions"); the Parties acknowledge and agree as follows:
- 8.6.2. The provision of Company Solutions shall not be construed as a representation, warranty, or guarantee, express or implied, that equivalent or substantially similar results, outcomes, or performance metrics ("Performance Standards") will be achieved when implemented at Client's facilities or through the utilization of Client-acquired equipment ("Client Implementation").
- 8.6.3. In the event Client requires guaranteed Performance Standards, Company shall, for additional consideration and subject to separate written agreement between the Parties, provide method validation and transfer services ("Validation Services") for implementation at Client's designated facility or facilities.
- 8.6.4. The provision of Validation Services shall be subject to additional fees, terms, and conditions as set forth in a separate service agreement to be executed by the Parties.

9. Customer's obligations

- 9.1. The Customer shall:
 - 9.1.1. Ensure that the terms of the Order and any information it provides in the Service Specification and the Goods Specification are complete and accurate;
 - 9.1.2. Co-operate with the Supplier in all matters relating to the Services;
 - 9.1.3. Provide the Supplier, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by the Supplier to provide the Services;
 - 9.1.4. Provide the Supplier with such information and materials as the Supplier may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
 - 9.1.5. Prepare the Customer's premises for the supply of the Services;
 - 9.1.6. Obtain and maintain all necessary permits, licences, permissions and consents which may be required for the Services before the date on which the Services are to start;
 - 9.1.7. Comply with all applicable laws, including health and safety laws;
 - 9.1.8. Keep all materials, equipment, documents and other property of the Supplier (**Supplier Materials**) at the Customer's premises in safe custody at its own risk, maintain the Supplier Materials in good condition until returned to the Supplier, and not dispose of or use the Supplier Materials other than in accordance with the Supplier's written instructions or authorisation; and
 - 9.1.9. Comply with any additional obligations as set out in the Service Specification and the Goods Specification.
- 9.2. A breach of this clause 9 shall be considered a material breach for the purposes of clause 14.2.1.
- 9.3. The Customer shall indemnify the Supplier against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by the Supplier arising out of or in connection with a breach of clause 9.1.6. This clause 9.3 shall survive termination of the Contract.

- 9.4. If the Supplier's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (**Customer Default**):
- 9.5. Without limiting or affecting any other right or remedy available to it, the Supplier shall have the right to delay delivery of any Goods and suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;
 - 9.5.1. The Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this clause 9; and
 - 9.5.2. The Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.

10. Charges and payment

- 10.1. The price for Goods:
 - 10.1.1. Shall be the price set out in the Order or, if no price is quoted, the price set out in the Supplier's published price list as at the date of the order; and
 - 10.1.2. Shall be exclusive of all costs and charges of packaging, insurance, transport of the Goods, import duties, taxes levies and other duties which shall be invoiced to the Customer.
- 10.2. The Supplier reserves the right to increase the price of the Goods, by giving notice to the Customer at any time before delivery, to reflect any increase in the cost of the Goods to the Supplier that is due to:
 - 10.2.1. Any factor beyond the control of the Supplier (including foreign exchange fluctuations over 2%, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
 - 10.2.2. Any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Goods Specification; or
 - 10.2.3. Any delay caused by any instructions of the Customer in respect of the Goods or failure of the Customer to give the Supplier adequate or accurate information or instructions in respect of the Goods.
- 10.3. The charges for Services shall be calculated on a time and materials basis and shall be calculated in accordance with the Supplier's daily and hourly fee rates, as set out in the Order. The Supplier's daily fee rates for each individual are calculated on the basis of an eight hour day from 9:00am to 5:00pm worked on Business Days
- 10.4. The Supplier shall be entitled to charge the Customer for travel expenses reasonably incurred by the individuals whom the Supplier engages in connection with the Services.
- 10.5. Unless otherwise agreed in writing between the parties:
 - 10.5.1. In respect of Goods, the Supplier shall invoice the Customer on or at any time after completion of delivery.
 - 10.5.2. In respect of Services, the Supplier shall invoice the Customer monthly in arrears.
- 10.6. The Customer shall pay each invoice submitted by the Supplier:
 - 10.6.1. Within 30 days of the date of the invoice; and
 - 10.6.2. In full and in cleared funds to a bank account nominated in writing by the Supplier, time for payment shall be of the essence of the Contract.
- 10.7. Unless otherwise set out on the Order all amounts payable by the Customer under the Contract are to be paid in pound sterling.
- 10.8. All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Services or Goods at the same time as payment is due for the supply of the Services or Goods.
- 10.9. If the Customer disputes any invoice or other request for payment, the Customer shall immediately notify the Supplier in writing. The parties shall negotiate in good faith to attempt to resolve the dispute promptly. If the dispute relates to part of an invoice, the Customer shall pay the undisputed amount in accordance with clause 10.6 The Supplier's obligation to provide the Goods or Services shall be postponed until resolution of the invoice dispute. If the parties have not resolved the dispute within 30 days of the Customer giving notice to the Supplier, the parties agree to enter into mediation in good faith to settle such a dispute and will do so in accordance with the CEDR Model Mediation Procedure.
- 10.10. The Customer shall be responsible for the payment of all invoices due to third party suppliers in connection with the provision of the Services. If the Customer fails to make a payment due to the Supplier under the Contract by the due date, then, without limiting the Supplier's remedies under clause 14 (Termination), the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 10.9 will accrue each day at 5% a year above the Bank of England's base rate from time to time. The Customer shall also be liable for the costs reasonably incurred by the Supplier in pursuing any outstanding amount from the Customer and interest on such costs charged in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

10.11. All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

11. Intellectual Property

- 11.1. The Customer acknowledges that all IPR in the Goods, Supplier Materials and Sales Materials, and the goodwill attached, are and shall remain the Supplier's Property.
- 11.2. The Customer accepts that:
 - 11.2.1. It has and shall have no right to use or to allow others to use the Supplier's IPR or any part of them. It shall not seek to register any IPR on behalf of the Supplier without its express consent.
 - 11.2.2. It shall not use any trade marks, trade names or get-up which resemble the Supplier's and which would therefore be likely to confuse or mislead the public or any section of the public; and
 - 11.2.3. It shall not do or omit to do, or authorise any third party to do or to omit to do, anything which could invalidate or be inconsistent with the Supplier's IPR.
- 11.3. The Customer shall immediately notify the Supplier of any actual, threatened or suspected infringement of the Supplier's IPR of which it becomes aware and any claim by any third party of which it becomes aware that the Goods infringe any rights of any other person.
- 11.4. The Customer shall, at the Supplier's request and expense and on a full indemnity basis (but not otherwise), take all such steps during the term of this Contract as the Supplier may reasonably require to assist the Supplier in maintaining the IPR as valid and effective, or to take or defend any court or other dispute proceedings concerning intellectual property matters.

12. Confidentiality

- 12.1. Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 12.2.
- 12.2. Each party may disclose the other party's confidential information:
 - 12.2.1. To its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 12; and
 - 12.2.2. As may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 12.3. Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

13. Limitation of liability:

- 13.1. Nothing in these Conditions shall limit or exclude the Supplier's liability for: death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors; fraud or fraudulent misrepresentation; breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or defective products under the Consumer Protection Act 1987.
- 13.2. Subject to clause 13, the Supplier shall not be liable to the Customer, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for: loss of profits; loss of sales or business; loss of agreements or contracts; loss of anticipated savings; loss of use or corruption of software, data or information; loss of or damage to goodwill; and any indirect or consequential loss.
- 13.3. Subject to clause 13, the Supplier's total liability to the Customer, whether in contract, tort (including negligence), breach of statutory duty, arising under or in connection with the Contract, shall be limited to the net amount invoiced to the Customer in the preceding 6 months.
- 13.4. The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and the terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- 13.5. Except to the extent otherwise explicitly set out in these Conditions, the Supplier gives no warranties and disclaims all liability whatsoever in relation to the Goods and their installation by either the Supplier or a third party.
- 13.6. This clause 13 shall survive termination of the Contract.

14. Termination

- 14.1. Without affecting any other right or remedy available to it, the Customer may terminate the Contract with immediate effect by giving written notice to the Supplier if the Supplier breaches clause 4.2 and (if such breach is remediable) fails to remedy that breach within 30 days after receipt of notice in writing to do so.
- 14.2. Without affecting any other right or remedy available to it, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if:
 - 14.2.1. The Customer commits a material breach of its obligations under the Contract and (if such breach is remediable) fails to remedy that breach within 14 days after receipt of notice in writing to do so;

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14.2.2. The Customer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

14.2.3. The Customer, being an individual, dies or is declared bankrupt;

14.2.4. The Customer suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business;

14.2.5. The Customer's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy;

14.2.6. The Customer fails to pay any amount due under the Contract on the due date for payment; or

14.2.7. There is a change of control of the Customer.

14.3. Without affecting any other right or remedy available to it, the Supplier may suspend the supply of Services or all further deliveries of Goods under the Contract or any other contract between the Customer and the Supplier if the Customer fails to pay any amount due under the Contract on the due date for payment, the Customer breaches any of its obligations under the Contract, the Customer becomes subject to any of the events listed in clause 14.2.2 to clause 14.2.5, or the Supplier reasonably believes that the Customer is about to become subject to any of them.

15. Consequences of termination

15.1. On termination of the Contract:

15.1.1. The Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest, any costs due to the Supplier and, in respect of Services and Goods supplied but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt;

15.1.2. The Customer shall at its own expense return all of the Supplier Materials or Goods which have not been fully paid for. If the Customer fails to do so, then the Supplier may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract.

15.1.3. The Customer shall at its own expense within 21 days return to the Supplier all Sales Materials relating to the Goods then in the possession of the Customer, or otherwise dispose of the same as the Supplier may instruct.

15.2. Termination of the Contract shall not affect any rights, remedies, obligations and liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.

15.3. Any provision of the Contract that expressly or by implication is intended to have effect after termination shall continue in full force and effect.

16. General

16.1. **Force Majeure.** The Supplier shall not be in breach of these Conditions nor liable for delay in performing, or failure to perform, any of its obligations under these Conditions if such delay or failure result from Force Majeure Events, circumstances or causes beyond its reasonable control.

16.2. **Assignment and other dealings.** The Supplier may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.

16.3. **Notices.** Any notice or other communication given to a party under or in connection with this agreement shall be in writing, addressed to that party at its registered office or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally (deemed to have been received when left at the recipient's address), or sent by pre-paid first class post or other next working day delivery service (deemed received at 9.00am the day after posting) or email (deemed received on the day of transmission). The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

16.4. **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

16.5. **Waiver.** A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

16.6. **No partnership or agency.** Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.

- 16.7. **Entire agreement.** The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misrepresentation based on any statement in the Contract. Nothing in this clause shall limit or exclude any liability for fraud.
- 16.8. **Third parties rights.** The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- 16.9. **Variation.** Except as set out in these Conditions, no variation of the Contract shall be effective unless it is agreed in writing and signed by the parties (or their authorised representatives).
- 16.10. **Governing law and Jurisdiction.** The Contract and any dispute or claim (including non- contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales. The parties irrevocably agree to the exclusive jurisdiction of the courts of England and Wales.