



STANDARD TERMS AND CONDITIONS OF SUPPLY OF GOODS AND SERVICES

The customer's attention is drawn in particular to the provisions of clause 13.

1 INTERPRETATION

In these Conditions, the following definitions apply:

Contract means the contract between the Supplier and the Customer for the sale and purchase of the Goods and/or Services in accordance with these Terms and Conditions.

Customer means the person or firm who purchases the Goods and/or Services from the Supplier.

Force Majeure Event means has the meaning given in clause 14.

Goods means the goods (or any part of them) set out in the Order.

Order means the Customer's order for the Goods and/or Services, as set out in the Customer's purchase order form.

Services means the services including contract research, laboratory hire and on-site and/or offsite laboratory analysis supplied by the Supplier to the Customer as set out in the Order.

Service Specification means the Supplier's specification for the Services conveyed to the Customer in writing.

Specification means the Supplier's specification for the Goods conveyed to the Customer in writing.

Supplier means Haydale Limited (registered in England and Wales with company number 4790862).

2 BASIS OF CONTRACT

2.1 These Terms and 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.

2.2 The Order constitutes an offer by the Customer to purchase the Goods and/or Services in accordance with these Terms and Conditions. The Customer is responsible for ensuring that the terms of the Order and any applicable Specification or Service Specification are complete and accurate.

2.3 The Order shall only be deemed to be accepted when the Supplier issues a written acceptance of the Order, at which point the Contract shall come into existence.

2.4 Any variation to the Order or to these terms and conditions shall have no effect unless expressly agreed in writing and signed by an authorised signatory of the Supplier.

2.5 The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of the Supplier which is not set out in the Contract.

2.6 Any samples, literature, advertising or response to an enquiry produced by the Supplier and any descriptions contained on the Supplier's website or in the Supplier's catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Goods and/or Services described in them. They shall not form part of the Contract or have any contractual force.

2.7 A quotation for the Goods and/or Services given by the Supplier shall not constitute an offer. A quotation shall only be valid for a period of 20 **Business Days** (which means a day other than a Saturday, Sunday or public holiday) from its date of issue.

3 GOODS

3.1 The Goods are described in the applicable Specification. The Supplier warrants that that the Goods shall comply with the Specification but gives no other warranty and makes no representation as to description or quality. Any such warranty or representation implied (whether by statute or otherwise) is excluded, so far as is legally possible.

3.2 To the extent that the Goods are to be manufactured in accordance with a specification supplied by the Customer, 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 and other professional costs and expenses) suffered or incurred by the Supplier in connection with any claim made against the Supplier for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Supplier's use of the specification. This clause 3.2 shall survive termination of the Contract.

3.3 The Supplier reserves the right to amend the Specification or any specification supplied by the Customer, if required by any applicable statutory or regulatory requirements.

4 SUPPLY OF SERVICES

4.1 The Supplier shall provide the Services to the Customer in accordance with the Service Specification in all material respects.

4.2 The Supplier shall use its reasonable endeavours to meet and 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.

4.3 The Supplier shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and the Supplier shall notify the Customer in any such event.

4.4 The Supplier warrants to the Customer that the Services will be provided using reasonable care and skill.

5 DELIVERY OF GOODS

5.1 The Supplier shall ensure that 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, applicable technical data sheets, COS sheets, safety sheets, standard user manuals or other applicable information provided by the Supplier as to the storage, transportation, handling, use or maintenance of the Goods and, if the Order is being delivered by instalments, the outstanding balance of Goods remaining to be delivered.

5.2 The Supplier shall deliver the Goods to the location set out in the Order. (**Delivery Location**).

5.3 Delivery of the Goods shall be completed on the Goods' arrival at the Delivery Location.

5.4 Any dates quoted for delivery are approximate only and the time of delivery is not of the essence. The Supplier shall not be liable 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.

5.5 If the Supplier fails to deliver the Goods, 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 or any other instructions that are relevant to the supply of the Goods.

5.6 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 for delivery, then, except where such failure or delay is caused by a Force Majeure Event or the Supplier's failure to comply with its obligations under the Contract:

(a) delivery of the Goods shall be deemed to have been completed at 9.00 am on the 3rd Business Day after the day on which the Supplier notified the Customer that the Goods were ready for delivery; and

(b) the Supplier shall store the Goods until delivery takes place, and charge the Customer for all

related costs and expenses (including insurance).

5.7 If 10 Business Days after the day on which 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.

5.8 The Customer shall not be entitled to reject the Goods if the Supplier delivers up to and including 5% more or less than the quantity of Goods ordered.

5.9 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.

6 CUSTOMER'S SERVICE OBLIGATIONS

6.1 The Customer shall:

(a) co-operate with the Supplier in all matters relating to the Services;

(b) 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;

(c) provide the Supplier with such information and materials as the Supplier may reasonably require to supply the Services, and ensure that such information is accurate in all material respects;

(d) prepare the Customer's premises for the supply of the Services;

(e) obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start; and

(f) keep and maintain 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.

6.2 If the Supplier's performance of any of its obligations in respect of the Services is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (**Customer Default**):

(a) the Supplier shall without limiting its other rights or remedies have the right to 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 to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;

(b) 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 6.2; and

(c) 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.

7 QUALITY OF GOODS

7.1 The supplier warrants that on delivery the Goods shall conform in all material respects with the Specification but gives no other warranty.

7.2 Subject to clause 7.3, if:

(a) the Customer gives notice in writing to the Supplier within 10 days of delivery (which it agrees is a reasonable time of discovery) that some or all of the Goods do not comply with the warranty set out in clause 7.1; and



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- (b) the Supplier is given a reasonable opportunity of examining such Goods; and
- (c) the Customer (if asked to do so by the Supplier) returns such goods to the Supplier's place of business at the Customer's cost, the Supplier shall have a reasonable amount of time to, at its option, replace the defective Goods with replacement Goods, or refund the price of the defective Goods in full (or if the Goods have been put into a process or used, a reasonable part of that price). Replacement Goods will be supplied subject to these terms and conditions.
- 7.3 Failure by the Customer to give notice in accordance with clause 7.2 within 10 days of delivery shall be deemed to be waiver of all claims connected with such Goods.
- 7.4 The Supplier shall not be liable for the failure of any Goods to comply with the warranty set out in clause 7.1 in any of the following events:
- (a) the Customer makes any further use of such Goods after giving notice in accordance with clause 7.2;
- (b) the defect arises as a result of Customer negligence or because the Customer failed to follow the applicable technical data sheets, COS sheets, safety sheets, standard user manuals or other applicable information provided by the Supplier as to the storage, transportation, handling, use or maintenance of the Goods or other good trade practice regarding the same;
- (c) the defect arises as a result of the Supplier following any specification supplied by the Customer;
- (d) the Customer alters such Goods without the written consent of the Supplier; or
- (e) the Goods differ from the Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
- 7.5 Except as provided in this clause 7 the Supplier shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 7.1.
- 7.6 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.
- 8 TITLE AND RISK OF GOODS**
- 8.1 The risk in the Goods shall pass to the Customer on completion of delivery.
- 8.2 Title to the Goods shall not pass to the Customer until the Supplier has received payment in full (in cash or cleared funds) for:
- (a) the Goods; and
- (b) any other goods that the Supplier has supplied to the Customer in respect of which payment has become due.
- 8.3 Until title to the Goods has passed to the Customer, the Customer shall:
- (a) hold the Goods on a fiduciary basis as the Supplier's bailee;
- (b) store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property;
- (c) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
- (d) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
- (e) notify the Supplier immediately if the Customer becomes subject to any of the events listed in clause 12.2; and
- (f) give the Supplier such information relating to the Goods as the Supplier may require from time to time, including, but not limited to, the policy of insurance.
- 8.4 Subject to 8.5, the Customer may resell or use the Goods in the ordinary course of its business before the Supplier receives payment for the Goods. However, if the Customer resells the Goods before that time:
- (a) it does so as principal and not as the Supplier's agent; and
- (b) title to the Goods shall pass from the Supplier to the Customer immediately before the time at which resale by the Customer occurs.
- 8.5 If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 12.2, or the Supplier reasonably believes that any such event is about to happen and notifies the Customer accordingly, then, provided that the Goods have not been resold, or irrevocably incorporated into another product, and without limiting any other right or remedy the Supplier may have, the Supplier may at any time require the Customer to deliver up the Goods and, 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.
- 9 PRICE AND PAYMENT**
- 9.1 The price of the Goods shall be the price set out in the Order and unless otherwise stated, shall be inclusive of all charges including, but not limited to, packaging material, packing, shipping, loading, carriage, insurance and delivery of the Goods to the Delivery Location and any duties, imposts, levies or taxes other than Value Added Tax (VAT) and, for the avoidance of doubt, VAT.
- 9.2 The charges for any and all Services provided by the Supplier shall be on a time and materials basis and calculated in accordance with the Supplier's standard daily fee rates, as set out in the Order.
- 9.3 For the purposes of any and all Services provided by the Supplier, including but not limited to contract research, on-site and off-site laboratory analysis:
- (a) the Supplier's standard daily fee rates for each individual person performing contract research or on-site or off-site laboratory analysis will be calculated on the basis of a 7.5 hour day between 9.00 am to 5.00 pm worked on Business Days;
- (b) the Supplier shall be entitled to charge an overtime rate of 1.5 per cent of the standard daily fee rate on a pro-rata basis for each part day or for any time worked by individuals whom it engages on the Services outside the hours referred to in clause 9.3(a); and
- (c) the Supplier shall be entitled to charge the Customer for any expenses reasonably incurred by the individuals whom the Supplier engages in connection with the Services including, but not limited to, travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by the Supplier for the performance of the Services, and for the cost of any materials.
- 9.4 The Supplier may, by giving notice to the Customer at any time before delivery, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to:
- (a) any factor beyond the Supplier's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
- (b) any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, the Specification or a specification supplied by the Customer; or
- (c) any delay caused by any instructions of the Customer or failure of the Customer to give the Supplier adequate or accurate information or instructions.
- 9.5 The Supplier may, by giving notice to the Customer at any time before delivery, increase the price of the Goods to reflect any increase in the cost of the Goods for any reason outside of the scope of 9.4, in which case the Customer may elect in writing within 14 days of receipt of such notice, whether they wish to take delivery of the Goods at the new price and on these terms and conditions. If they do not elect to accept the new price, the Order will be cancelled.
- 9.6 The Supplier reserves the right to increase its standard daily fee rates for the charges for the Services, provided that such charges cannot be increased more than once in any 12 month period. The Supplier will give the Customer written notice of any such increase 1 month before the proposed date of the increase. If such increase is not acceptable to the Customer, it shall notify the Supplier in writing within 2 weeks of the date of the Supplier's notice and the Supplier shall have the right to terminate the Contract by giving 4 weeks' written notice to the Customer
- 9.7 The Supplier may invoice the Customer for the Goods and/or Services and any additional costs detailed at clauses 9.2(b),(c),(d) and (e) on, or before, or at any time after the completion of delivery and/or of the Services.
- 9.8 The Customer shall pay the invoice in full and in cleared funds within 30 days of the date of the invoice. Payment shall be made to the bank account nominated in writing by the Supplier. Time of payment is of the essence.
- 9.9 In the event that the Supplier requires payment of an invoice on or before delivery of the Goods or of completion of the Services, the Customer will make such payment in accordance with 9.8. In the event of non-receipt of payment, the Supplier reserves the right to suspend any deliveries due until such time as payment shall have been received.
- 9.10 If the Customer fails to make any payment due to the Supplier under the Contract by the due date for payment, then the Customer shall pay interest on the overdue amount at the rate of 4% per annum above the Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.
- 9.11 The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). The Supplier may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.
- 9.12 Accounts beyond agreed credit terms will be passed to a debt recovery agency and will therefore be subject to a surcharge of a minimum of 20% plus VAT to cover the costs of recovery.
- 10 INTELLECTUAL PROPERTY**
- 10.1 Intellectual Property Rights in all Goods, materials, equipment, drawings, technical data sheets, safety sheets, standard user manuals, specifications, data and any other items supplied by the Supplier to the Customer, are at all times and will remain the exclusive property of the Supplier. For the purposes of this clause, **Intellectual Property Rights** shall include but not be limited to, 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 an rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist in the future in any part of the world.
- 10.2 The Supplier grants to the Customer a limited, non-exclusive licence to make copies of items including technical data sheets, safety sheets, standard user manuals and specifications for the purpose of internal use by the Customer only.
- 11 HEALTH AND SAFETY**
- 11.1 The Customer agrees that it:



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- (a) understands the nature and characteristics of the Goods and realises that the Goods may be, bear or contain hazardous substances; and
- (b) is familiar with any health, safety and/or environmental hazards arising out of or resulting from the possession, use, storage, transportation, maintenance, handling, treatment and disposal of the Goods.

11.2 The Customer warrants that it is accustomed to handling items similar to the Goods and to handling Goods bearing or containing hazardous substances and that it has the necessary expertise, equipment and facilities to safely and lawfully conduct all of its activities involving the Goods including transportation, handling, storage, disposal, treatment and hereby agree to exercise such abilities.

The Customer agrees that it has, or that prior to the estimated time of delivery of the Goods by the Supplier it will, distribute all of the appropriate health, safety and/or environmental guidelines governing the use and distribution of the Goods amongst its employees, contractors or customers and all such third parties that may come into contact with the Goods.

12 TERMINATION

12.1 If the Customer becomes subject to any of the events listed in clause 12.2, or the Supplier reasonably believes that the Customer is about to become subject to any of them and notifies the Customer accordingly, then, without limiting any other right or remedy available to the Supplier, the Supplier may cancel or suspend all further deliveries and/or provision of Services under the Contract or under any other contract between the Customer and the Supplier without incurring any liability to the Customer, and all outstanding sums in respect of Goods delivered to the Customer and/or Services completed, shall become immediately due.

12.2 For the purposes of clause 12.1, the relevant events are:

- (a) the Customer commits a breach of any of the terms and conditions of the Contract; or
- (b) the Customer fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 14 days after being notified to make such a payment; or
- (c) the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business or suspends or threatens to suspend payment of its debts, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or
- (d) the winding up, dissolution or reorganisation of the Customer is commenced, other than for the sole purpose of a merger or the solvent reconstruction of the Customer; or
- (e) a liquidator, administrator or administrative receiver or similar officer is appointed over the Customer, or the holder of a qualifying charge over the Customer's assets or a person has become entitled to appoint an administrative receiver or similar officer.

12.3 Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination. Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.

13 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 (as applicable), fraud or fraudulent misrepresentation or any matter in respect of which it would be unlawful for the Supplier to exclude or restrict liability.

13.2 Subject to clause 13.1:

- (a) the Supplier shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss

arising under or in connection with the Contract; and

- (b) the Supplier's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price of the Goods supplied under the Order in respect of which the liability has arisen.

14 FORCE MAJEURE

Neither party shall be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by a Force Majeure Event. A **Force Majeure Event** means any event beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including inability to obtain or delay in obtaining supplies of adequate or suitable material, fuel, parts, machinery or labour, strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), failure of energy sources or transport network, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, power failure, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default of suppliers or subcontractors.

15 ASSIGNMENTS AND OTHER DEALINGS

15.1 The Supplier may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

15.2 The Customer may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of the Supplier.

16 NOTICES

16.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office or its principal place of business 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, sent by pre-paid first class post, registered post or other next working day delivery service, commercial courier, fax or any other means of communication which results in the receipt of written communication in permanent form.

16.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 16.1; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax one Business Day after transmission.

16.3 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

17 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.

18 WAIVER

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

19 THIRD PARTY RIGHTS

A person who is not a party to the Contract shall not have any rights to enforce its terms.

20 VARIATION

Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is in writing and signed by the Supplier.

21 GOVERNING LAW AND JURISDICTION

The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).