



Standard Terms and Conditions for the Supply of Laboratory Quality Products and Services

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1. Interpretation

- 1.1 **"Agreement"** means the relevant agreement with the Customer which shall consist of all Quotations accepted by the Customer in accordance with clause 2.1 and these standard terms and conditions;
- 1.2 **"Customer"** means the company, organisation or individual which accepts the supply of Goods and/or Services;
- 1.3 **"Customer Materials"** includes goods, samples, equipment, laboratory results, materials or information provided by the Customer to LGC in connection with the Goods and/or Services;
- 1.4 **"Goods"** means the goods, samples, equipment and materials including without limitation reference materials, certified reference materials, chemical reference materials, laboratory supplies, biological materials, American Type Culture Collection products, proficiency testing samples, custom synthesis products, analytical data, results, reports, certificates of analysis, and safety data sheets to be provided to the Customer by LGC under the Agreement;
- 1.5 **"LGC"** means LGC Limited;
- 1.6 **"Liability"** means any and all liability (including liability for the acts or omissions of Personnel): (a) for any breach of the Agreement; (b) for any misrepresentation, misstatement, or tortious act or omission, including without limitation, negligence arising under or in connection with the Agreement; (c) for any breach of statutory duty; and/or (d) otherwise arising in connection with the performance or contemplated performance of the Agreement (including under indemnification provisions (if any));
- 1.7 **"Personnel"** means any officers, employees, agents or contractors;
- 1.8 **"Price"** means the price agreed for the Goods and/or Services;
- 1.9 **"Quotation"** means an estimate or quotation given by LGC to the Customer for the supply of Goods and/or Services; and
- 1.10 **"Services"** means the services, including without limitation any proficiency testing services, custom synthesis services, analysis of data, interpretation of results, production of reports, certification of Goods, training, distribution of samples and/or related services to be provided to the Customer by LGC under the Agreement.
- 1.11 Unless the terms and conditions are expressly accepted by LGC by a specific written amendment hereto, the Agreement between the parties shall be on these standard terms and conditions. All other terms and conditions (including any terms or conditions which the Customer purports to apply under any purchase order, confirmation of order, specification or other document) are expressly excluded from the Agreement.
- 1.12 A reference to a particular law is a reference to it as in force for the time being, taking into account any amendment, extension, application or re-enactment, and including any subordinate legislation for the time being in force made under it.

2. Orders and Quotations

- 2.1 Any Quotation is given by LGC on the basis that no agreement shall come into existence until the Customer has endorsed and returned it without amendment. Any Quotation is valid for a period of one calendar month only from the date of issue, provided that it was not previously withdrawn. Each order submitted by a Customer shall be subject to a minimum order value of GBP £75 (seventy five pounds sterling) or its Euro equivalent (unless specified in the Quotation or agreed by LGC in writing) for the Goods and/or Services exclusive of value added tax and other applicable costs, duties and/or charges in relation to carriage and insurance.
- 2.2 The Customer shall promptly supply to LGC the Customer Materials and any other materials required for LGC to execute the Customer's order for the supply of Goods and/or Services and the Customer hereby acknowledges that its failure in providing the Customer Materials may preclude or delay the supply of the Goods and/or Services.
- 2.3 LGC reserves the right at its sole and absolute discretion to refuse orders from Customers for the supply of Goods and/or Services, including without limitation to countries or individuals where the supply of Goods and/or Services would contravene any relevant export controls, economic sanctions, or other trade embargoes or restrictions imposed by its suppliers, the EU, the UN, or the resident country of the appropriate LGC sales office which may be applicable from time to time.

3. Delivery and Damage

- 3.1 LGC shall endeavour to supply the Goods and/or Services within the time agreed, and if no time is agreed, within a reasonable time.
- 3.2 Any dates specified by LGC for supply of the Goods and/or Services are intended to be an estimate, and time for delivery shall not be made of the essence by notice. In no circumstances shall LGC be liable for loss or damage of any kind by any delay in the supply of the Goods and/or Services. LGC may make delivery of the Goods and/or Services by instalments and the Customer shall accept such instalments.
- 3.3 Any liability of LGC for non-delivery of Goods shall be limited to replacing the Goods within a reasonable time or issuing a credit note against any invoice for such Goods.
- 3.4 Any Goods which are damaged, defective or incorrect when delivered to the Customer must be reported to LGC immediately. LGC may at its sole and absolute discretion elect to replace or refund the Customer in respect of such Goods, and any claim for refund or replacement must be made within 30 (thirty) days of delivery. Any replacement Goods will be despatched within a reasonable time. All Goods must be stored in accordance with instructions and no claim for any refund and/or replacement will be payable by LGC unless these instructions have been followed by the Customer at all times.

4. Warranty and Indemnity

- 4.1 LGC warrants that all items in the Goods and/or Services are correctly identified and in good order, and have not to the best of its knowledge been tampered with, altered, added to or substituted in any way whatsoever prior to delivery to the Customer. Any statements (whether written or oral) as to the Goods supplied or 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.
- 4.2 Except where expressly accepted in these standard terms and conditions, all warranties, conditions, representations, rights, obligations, liabilities and other terms whether express or implied by statute or common law in connection with the Goods and/or Services (including without limitation any relating to performance, care and skill or compliance with representations) are, to the fullest extent permitted by law, excluded from the Agreement.
- 4.3 Save to the extent LGC is liable for negligence in its provision of the Goods and/or Services (subject to the other terms of this clause 4), LGC shall have no Liability for the use made by the Customer of the Goods and/or Services, for advice supplied by LGC to the Customer, and/or for any decisions taken by the Customer or costs incurred by the Customer in consequence of such use.
- 4.4 Nothing in these Conditions excludes or limits the liability of LGC for death or personal injury caused by LGC's negligence, fraud or fraudulent misrepresentation, or to the extent prohibited by law.
- 4.5 Subject to clause 4.4:
 - a) LGC's total aggregate Liability shall be limited to whichever is the lower of: (i) the value of Goods and/or Services; or (ii) £500,000; and the Customer shall have a duty to mitigate any loss suffered by it; and
 - b) LGC shall have no Liability for loss of profit, 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 any Agreement.

- 4.6 The Customer's sole remedy in respect of any Liability of LGC or its Personnel shall be in damages.
- 4.7 Save insofar as LGC can be shown to have been negligent in providing the Goods and/or Services, the Customer shall: (a) fully indemnify LGC and LGC's Personnel against any loss, damage or injury (including injury resulting in death) to property or person sustained by (i) LGC and/or its Personnel, (ii) the Customer and/or its Personnel, and (iii) 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 (b) fully indemnify LGC against all damages, costs, expenses (including professional fees) and losses 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 made of the Goods and/or Services including without limitation any report or other information or advice of LGC.

5. Health and Safety

- 5.1 The Customer shall ensure that all appropriate safety measures and legislation are observed when sending any Customer Materials 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, the Customer shall make LGC aware in writing of the nature of that hazard before arranging for the delivery to LGC (or collection by LGC) of the Customer Materials or before any LGC Personnel will be exposed to the hazard.
- 5.2 The Customer shall ensure that the Customer's Personnel attending LGC's premises in connection with the Goods and/or 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 5.2.

6. Customer Materials

- 6.1 The Customer shall ensure that the Customer Materials are tested or inspected and are suitable for use by LGC in the supply of the Goods and/or Services. The Customer shall arrange at its own expense and risk the delivery of the Customer Materials to LGC. The Customer warrants that each item comprised in the Customer Materials is correctly identified, in good order and has not to the best of the Customer's knowledge been tampered with, altered, added to or substituted in any way whatsoever.
- 6.2 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 supply of the Goods and/or Services has been completed, such storage, destruction or re-delivery to be at the Customer's own cost. If no direction is received within three (3) months of completion of the supply of Goods and/or Services, 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.

7. Risk and Title

- 7.1 Risk in the Goods shall pass to the Customer on delivery of the same to it. However, title shall remain with LGC and shall not pass to the Customer until payment in full (in cash or cleared funds) has been received by LGC.
- 7.2 Until such time as title in the Goods has passed to the Customer:
 - a) LGC shall have absolute authority to re-take, sell or otherwise deal with any of the Goods which have not yet been used by the Customer; and
 - b) LGC shall be reasonably entitled to require the Customer to either: (i) return the Goods to LGC at the Customer's own cost; or (ii) reimburse LGC for the cost of providing the Goods.
- 7.3 Responsibility and liability in respect of the safe storage and handling, use and subsequent disposal of Goods will transfer to the Customer on delivery, and the Customer shall ensure that all Goods are handled appropriately on and after delivery at all times by suitably qualified Personnel.

8. Price

- 8.1 LGC reserves the right to amend the Price for any additional orders following a Quotation and/or to take account any relevant matter and/or any variations in the Goods and/or Services as a result of additional information from or a request in writing by the Customer. LGC shall obtain the Customer's prior written approval before performance of any additional work or variations in the Goods and/or Services. 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.

9. Payment

- 9.1 The Price shall become payable upon the earlier of performance of the Services and/or delivery of any Goods comprised in the Goods and/or Services or as otherwise set out in the Quotation. Payment shall be made by the Customer in pounds sterling within 28 (twenty eight) days of the date of LGC's invoice. LGC shall be entitled to payment for all instalments of Goods and/or Services supplied to the Customer, whether under a blanket order or otherwise.
- 9.2 Payment is made when monies are credited to LGC's account. Negotiable instruments or promises to pay do not constitute payment.
- 9.3 The Customer shall make all payments due under the Agreement without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise.
- 9.4 The Customer shall pay to LGC, in addition to other amounts payable hereunder, any costs reasonably incurred by LGC (including without limitation, legal costs and fees of debt collection agencies) in recovering any amounts due to LGC from the Customer pursuant to the Agreement.
- 9.5 LGC may appropriate sums received from the Customer against any debt due to LGC from the Customer (under this or any other Agreement), irrespective of any purported appropriation by the Customer.
- 9.6 If the Customer fails to pay LGC any sum due pursuant to the Agreement then, without limiting any other right or remedy available to LGC:
 - a) LGC may cancel the Agreement and all other agreements with the Customer or suspend any further deliveries to the Customer;
 - b) LGC may immediately demand payment of any other invoices not yet due, with liability to pay interest on sums due applying from the date of the demand; and
 - c) the Customer will be liable to pay interest to LGC on such sum from the due date for payment at the annual rate of 5% (five percent) above the base rate of HSBC Bank plc from time to time, accruing on a daily basis until payment is credited to LGC's account, whether before or after any judgement.

10. Intellectual Property

- 10.1 Unless otherwise agreed in writing, the ownership of any and all rights in and to any data, results, reports, certificates of analysis, safety data sheets, copyright, patents, designs,



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conceptual solutions, analyses, processes, techniques, methodologies, inventions, software, databases, know-how, confidential information, and any other rights in intellectual property (whether registered or unregistered) ("IP"), other than third party rights, arising as a result of LGC providing the Goods and/or Services ("LGC IP"), shall remain vested in LGC.

- 10.2 The Customer shall not without the prior written consent of LGC use, exploit, divulge, or disclose to third parties any LGC IP which may be communicated to or gained by the Customer in connection with or as a result of LGC providing the Goods and/or Services, save that LGC shall grant the Customer a non-exclusive non-transferable, non-sublicensable right to use the IP in any Goods provided by LGC to the Customer in accordance with the terms of this Agreement.
- 10.3 LGC in respect of the Goods and/or Services, and the Customer in respect of the Customer Materials and its use of the Goods and/or Services, shall each indemnify and keep indemnified the other against all liability (including professional costs) incurred by the other arising out of or in connection with any claim alleging infringement or misuse of a third party's IP.

11. Restrictions on Use – LGC name, ATCC, and pharmaceutical products

- 11.1 The Customer shall not use LGC's name in any way to imply endorsement or otherwise by LGC of the Customer Materials, or of any process, information, advice, product or service provided, marketed or sold by the Customer.
- 11.2 The Customer hereby represents, warrants and agrees that it shall only use pharmaceutical active reference materials and/or impurities of the same associated with a pharmaceutical product patented by a third party for the purpose of an act or use which is reasonably related to the development and submission of information required for regulatory approval purposes in relation to the manufacture, use or sale of pharmaceuticals.
- 11.3 The Customer agrees that it shall only use any Goods which are American Type Culture Collection ("ATCC") products supplied by LGC in accordance with the terms of the Material Transfer Agreement ("MTA") which is enclosed with the ATCC products and set out in the ATCC product catalogue, and in particular but without limitation for the purpose of scientific research and laboratory research purposes only, and the Customer may not distribute or sell the ATCC products to another company or third party. The Customer acknowledges that ATCC and/or LGC shall each be entitled to enforce such terms of the MTA at their absolute discretion.
- 11.4 The Customer represents and warrants that it will: (a) restrict access to the ATCC products to Personnel within its laboratory who are capable and qualified to handle the ATCC products safely; and (b) exercise the utmost care, taking into account the unique characteristics of the material, to maintain and use the ATCC products with appropriate precautions to minimise any risk of harm to persons and property and to safeguard them from theft and/or misuse. The Customer agrees that ATCC products designated Class II, III or IV constitute known pathogens and that other ATCC products not so designated may be pathogenic under certain conditions.
- 11.5 The Customer assumes all risk and responsibility in connection with the receipt, handling, storage, disposal, use and any misuse or other wrongdoing with respect to the ATCC products supplied hereunder. The Customer agrees that any handling or other activity undertaken in its laboratory with the ATCC products will be conducted in compliance with all applicable laws and regulations. The Customer shall indemnify and keep indemnified LGC against all loss, actions, costs, claims, expenses, and liabilities incurred by LGC by reason of any breach by the Customer of this Agreement and/or the MTA.
- 11.6 For the avoidance of doubt, any expiration date specified on shipping documentation relating to the ATCC products is an estimate of expected useful life and does not constitute a warranty.

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 Goods and/or Services any confidential information (oral or written) provided 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, which was independently developed, 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 Goods and/or 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 shall indemnify and keep indemnified LGC against any resulting loss, damage or expense or additional costs incurred by LGC in connection with the supply or non-supply of the Goods and/or Services including without limitation 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.
- 13.2 Where the Goods and/or Services (or any part thereof) supplied by LGC to the Customer are for the provision of custom synthesis services ("Synthesis Services") the Customer acknowledges that occasionally certain Synthesis Services can be difficult to perform. In the event that LGC is unable to perform and/or complete all or any part of the Synthesis Services for any reason (including without limitation due to technical and experimental difficulties) then LGC reserves the right at its sole and absolute discretion to cancel such Synthesis Services at any time and terminate the Agreement without liability to the Customer. Where LGC exercises its right to cancel under this clause 13.2, LGC shall notify the Customer in writing as soon as reasonably practicable, and (a) if the Quotation provides for a fixed Price and/or timeframe, then the Customer shall not be liable for payment for such Synthesis Services; (b) if the Quotation provides for an estimate of Price and/or timeframe, then the Customer shall be liable only for payment of the Synthesis Services or part thereof performed by LGC as at the date of such cancellation notice.

14. Termination

- 14.1 LGC may terminate the Agreement forthwith by notice in writing if the Customer is in material breach of the Agreement and, where such breach is remediable, the Customer fails to remedy the same within 30 (thirty) days of the receipt of a written request from LGC to do so.
- 14.2 Each party has the right to terminate the Agreement at its discretion if the other party: (a) is unable to pay its debts; (b) is insolvent; (c) enters any form of bankruptcy, either compulsorily or voluntarily; (d) is subject to a receiver or other third party (including without limitation a garnisher, chargor or bailiff) being appointed over or taking or attempting to take possession of any the party's assets; (e) takes or suffers any steps that could lead to the appointment of any insolvency office holder; or (f) undergoes any analogous occurrence under foreign law.
- 14.3 The termination of the Agreement shall be without prejudice to the rights and duties of either party accrued prior to termination. The clauses in the 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 Goods and/or 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 Goods and/or Services or if the supply of the Goods and/or 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 Goods and/or 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 Goods and/or Services supplied prior to the date of such cancellation.

16. Data Protection

- 16.1 LGC shall comply with the provisions of the Data Protection Act 1998 ("DPA") where it acts as a data controller in the processing of personal data in supplying the Goods and/or Services. LGC shall take such security measures as are required to process personal data equivalent to those imposed on the Customer by the Seventh Principle of the DPA where LGC acts as a data processor, and shall process the data solely in accordance with the instructions of the relevant data controller. LGC may transfer personal data for processing to: (a) other members of the LGC Group, and (b) third parties who assist in supplying the Goods and/or Services; and shall ensure that measures are taken to ensure the adequate protection of such data in accordance with recognised international standards. Subject to this clause 16 and save as required by law, LGC does not pass on personal details to any other third parties.
- 16.2 LGC may use the information provided by the Customer to contact the Customer and appropriate persons within its organisation ("Recipient") about goods and services offered by LGC. A Recipient can contact the Marketing Department at LGC at any time if it does not wish to receive (or wishes to amend or update) such information, and following receipt of such notification LGC shall suppress (or amend or update) the Recipient's details as requested for the purposes of future marketing. A Recipient may obtain a copy of the personal information LGC holds in relation to it by writing to the LGC Data Protection Officer ("DPO") and, upon payment of a fee, the DPO shall provide the Recipient with a copy of such personal information.

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 this 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 to comply with all applicable requirements of the DPA. The Customer agrees to 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 its duties under the DPA.
- 17.3 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 FCPA or the Bribery Act 2010.
- 17.4 The Customer shall inform LGC if at any time it becomes aware, or should reasonably have become aware, that it has been entered on any denied persons, politically exposed persons or other sanctions lists maintained by the UK, the USA, 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 or its successors. LGC shall be entitled to sub-contract 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 Goods and/or Services to the Customer with the prior written consent of the Customer, not to be unreasonably withheld.
- 18.5 Any waiver by LGC of any breach of, or any default under, any provision of any Agreement by the Customer will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms or conditions of the Agreement.
- 18.6 No term or condition of the Agreement is enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to the Agreement and LGC and the Customer may exercise, without the consent of any third party, any rights they may have to amend or rescind the Agreement.
- 18.7 The Agreement shall be governed by and construed in accordance with English law and the parties submit to the exclusive jurisdiction of the English Courts.