

Terms of Service

THESE TERMS AND CONDITIONS ARE A LEGAL AGREEMENT BETWEEN YOU AND THE COMPANY YOU REPRESENT (“YOU” OR “YOU”) AND LINNAUES GROUP LIMITED WITH ITS REGISTERED ADDRESS AT FRIARS GATE, 1011 STRATFORD ROAD, SHIRLEY, WEST MIDLANDS, UNITED KINGDOM B90 4BN. YOU AGREE THESE TERMS AND CONDITIONS GOVERN OUR SUPPLY OF LABORATORY TESTING, PROFESSIONAL CONSULTATION AND ANY OTHER SERVICES WE PROVIDE.

Agreed terms

1. Interpretation

1.1 Definitions:

Business Day: a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Charges: the charges payable by you for the supply of the Services by us, as set out in these terms and conditions.

Commencement Date: the day on which we are to start provision of the Services, as set out in these terms and conditions.

Customer Materials: all materials, biological samples and specimens, equipment and tools, drawings, specifications and data supplied by you to us.

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and related rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) 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.

Services: the services, including without limitation any Deliverables, to be provided by us pursuant to these terms and conditions, as described in Schedule 1.

Supplier IPRs: all Intellectual Property Rights subsisting in the Services excluding any Customer Materials incorporated in them.

1.2 Interpretation:

- (a) Unless expressly provided otherwise in these terms and conditions, a reference to legislation or a legislative provision:
 - (i) is a reference to it as amended, extended or re-enacted from time to time **OR** it is in force as at the date of these terms and conditions; and
 - (ii) shall include all subordinate legislation made from time to time.
- (b) 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.
- (c) A reference to **writing** or **written** includes fax and email.

1.3 Unless expressly stated otherwise these terms and conditions prevail in the event of any conflict and constitutes the entire agreement between the parties.

2. Commencement and term

The Contract shall commence on the date when you accept the supply of our Services and shall continue, unless terminated earlier in accordance with its terms, until we give you not less than 2 months' written notice to terminate.

3. Supply of services

3.1 We shall supply the Services to you from the Commencement Date in accordance with these terms and conditions.

3.2 In supplying the Services, we shall:

- (a) perform the Services with reasonable care and skill;
- (b) comply with all applicable laws, statutes, regulations and codes from time to time in force provided that we shall not be liable under these terms and conditions if, as a result of such compliance, we are in breach of any of its obligations under these terms and conditions; and
- (c) observe all reasonable health and safety rules and regulations and security requirements that apply at any of your premises and have been communicated to us, provided that we shall not be liable under these terms and conditions if, as a result of such observation, we are in breach of any of its obligations under these terms and conditions.

3.3 Subject to availability. if your place of business is based in East Anglia, please contact 016385 72900 to schedule regular pick up service for collection of the Customer Material once daily by our network of couriers. This collection service will be free for those based in East Anglia.

3.4 If your place of business is based outside of East Anglia, please send your Customer Material via post to the following address:

The Laboratory, Dick White Referrals,
Station Farm,
London Road,
Six Mile Bottom,
Cambridgeshire
CB8 0UH.

You will incur all postage fees when sending the Customer Material to the above address.

3.5 We will use commercially reasonable efforts to meet published turnaround times. We shall use reasonable endeavours to meet any performance dates but such dates shall be estimates only and time for performance shall not be of the essence of these terms and conditions.

3.6 We will attempt to advise you if we receive biological specimens that are damaged, contaminated, improperly preserved or packed, or which do not meet our specimen volume requirements.

3.7 We reserve the right to refuse to accept or to rescind acceptance of any specimen which in our judgment is likely to pose any unreasonable risk in handling, processing or analysis.

3.8 DWR Diagnostics is pleased to provide, at no charge, routine supplies necessary for collection and submission of specimens. Provided collection supplies may include culture swabs, blood tubes, urine tubes etc. Supplies can be ordered using our lab supplies request form which can be found at https://linnaeus.chameleon.dev/dickwhite/wp-content/uploads/2021/11/supplies_request_form.pdf or by calling the lab at 01638 572900. Please allow approximately 3 to 5 Business Days for delivery of supplies.

4. Customer's obligations

4.1 You shall:

- (a) co-operate with us in all matters relating to the Services;
- (b) provide, to us, our agents, subcontractors, consultants and employees, in a timely manner and at no charge, access to your premises, office accommodation, data and other facilities as required by us;
- (c) inform us of all health and safety and security requirements that apply at any of your premises; and

- (d) provide, in a timely manner, such information as we may require, and ensure that it is accurate and complete in all material respects.

4.2 If our performance of our obligations under these terms and conditions is prevented or delayed by any act or omission of yours, your agents, subcontractors, consultants or employees, we shall:

- (a) not be liable for any costs, charges or losses sustained or incurred by you that arise directly or indirectly from such prevention or delay;
- (b) be entitled to payment of the Charges despite any such prevention or delay; and
- (c) be entitled to recover any additional costs, charges or losses we sustain or incur that arise directly or indirectly from such prevention or delay.

4.3 When submitting any specimen containing any hazardous substance you represent and warrant that such specimen will be packaged, labelled, transported, and delivered, in accordance with all applicable laws, rules and regulations. We will not accept or analyse human specimens and we reserve the right to reject any specimen containing any substance we consider hazardous or which we have a reasonable suspicion to believe to be hazardous. We may invoice you for the reasonable cost of returning any specimens.

5. Retention of specimens, images, test results and reports.

5.1 After completion of testing, we routinely retain biological specimens as indicated:

CLINICAL SUBMISSIONS

- Whole Blood — 7 days
- Serum/Plasma 7 days
- Urine — 7 days
- Slides: Haematology (includes Wright’s stained urine smears) — 14 days
- Microbiology: all specimens — 7 days

PATHOLOGY (CYTOLOGY) SUBMISSIONS

- Biological Specimens — 7 days
- Slides — 1 year

PATHOLOGY (HISTOLOGY) SUBMISSIONS

- Biological Specimens (wet tissue in formalin) — 30 days
- Blocks — 18 months
- Slides — 18 months

- 5.2 Unless otherwise specified or agreed in writing by an authorised DWR representative, we will retain copies of all test results or analysis of biological specimens and all consultative reports for a period of 20 years.
- 5.3 After the expiration of the applicable retention period we may retain or destroy any biological specimens, results, analyses, and reports in accordance with our internal retention policies, and we may use them for scientific research, or our own commercial purposes, on an anonymized basis. All biological specimens become the property of DWR Diagnostics upon delivery to DWR Diagnostics or authorized DWR Diagnostics representative.
- 5.4 You grant to us a fully paid-up, worldwide, non-exclusive, royalty-free, non-transferable licence to copy, modify and use the Customer Materials for the term of these terms and conditions for the purpose of providing the Services to you in accordance with these terms and conditions.
- 5.5 In relation to the Services, we and our licensors shall retain ownership of all Intellectual Property Rights in the Services and any deliverables resulting from the Services provided under these terms and conditions. excluding Customer Materials. We grant to you the licence during the term of these terms and conditions to copy and modify the deliverables (excluding the Customer Materials) for the purpose of receiving and using the Services and the deliverables in your business. You shall not sub-license, assign or otherwise transfer these rights.

6. Charges and payment

- 6.1 In consideration for the provision of the Services, you shall pay to us the Charges in accordance with this clause 6.
- 6.2 All amounts payable by you exclude amounts in respect of value added tax (**VAT**), which you shall additionally be liable to pay to us at the prevailing rate (if applicable), subject to receipt of a valid VAT invoice.
- 6.3 Payment of all fees is due by the 25th day of the month following the date of invoice. All payments shall be in G.B pounds. Any amount owed beyond the date such amount became due and payable shall accrue a late charge at a rate of 1.5% per month (18% per year), or the maximum rate provided by law, whichever is less. We may change payment terms at any time or revoke any credit previously extended. If at any time you have not paid all amounts due or are otherwise in default, then in addition to any other rights and remedies available to us under applicable law, we may suspend or discontinue provision of any and all Services without notice. You will be responsible to reimburse us for any and all costs incurred in connection with collecting any amounts owed by you, including, but not limited to, collection agency fees, reasonable attorneys' fees and court costs.

6.4 All amounts due under these terms and conditions from you to us shall be paid by in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

7. Limitation of liability

7.1 Nothing in this clause 8 shall limit your payment obligations under these terms and conditions.

7.2 In no event shall our liability to you arising out of or related to these terms and conditions, whether in contract, tort or otherwise, exceed the total amounts actually paid by you for the Services giving rise to the liability during the 6 months immediately preceding the event giving rise to the liability.

7.3 Subject to clause 7.2, this clause 7.3 sets out the types of loss that are wholly excluded:

- (a) loss of profits;
- (b) loss of sales or business;
- (c) loss of agreements or contracts;
- (d) loss of anticipated savings;
- (e) loss of use or corruption of software, data or information;
- (f) loss of or damage to goodwill; and
- (g) indirect or consequential loss.

7.4 We have given commitments as to compliance of the Services with relevant specifications in clause 3. In view of these commitments, the terms implied by sections 2, 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from these terms and conditions.

7.5 We shall not be liable for a claim or any breach of these terms and conditions arising out of any inaccurate consultation services provided based on incorrect samples provided by you.

8. Termination

8.1 Without affecting any other right or remedy available to it, either party to these terms and conditions may terminate it with immediate effect by giving written notice to the other party if:

- (a) the other party commits a material breach of any term of these terms and conditions which breach is irremediable or (if such breach is remediable) fails to

remedy that breach within a period of 30 days after being notified in writing to do so;

- (b) the other party 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), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, 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;
- (c) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
- (d) the other party's financial position deteriorates to such an extent that in the terminating party's reasonable opinion the other party's capability to adequately fulfil its obligations under these terms and conditions has been placed in jeopardy.

8.2 Without affecting any other right or remedy available to it, we may terminate these terms and conditions with immediate effect by giving written notice to you if you fail to pay any amount due under these terms and conditions on the due date for payment.

8.3 On termination of these terms and conditions for whatever reason:

- (a) you shall immediately pay to us all of our outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, we may submit an invoice, which shall be payable immediately on receipt;
- (b) any provision of these terms and conditions that expressly or by implication is intended to come into or continue in force on or after termination or expiry of these terms and conditions shall remain in full force and effect; and
- (c) termination or expiry of these terms and conditions shall not affect any of the rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of these terms and conditions which existed at or before the date of termination or expiry.

9. General

9.1 Force majeure. Neither party shall be in breach of these terms and conditions nor liable for delay in performing, or failure to perform, any of its obligations under these terms and

conditions if such delay or failure result from events, circumstances or causes beyond its reasonable control.

9.2 Confidentiality.

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 For the purposes of this clause 9.2, **group** means, in relation to a party, that party, any subsidiary or holding company from time to time of that party, and any subsidiary from time to time of a holding company of that party.

9.3 Variation. No variation of these terms and conditions shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

9.4 Waiver.

(a) A waiver of any right or remedy under these terms and conditions or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

(b) A failure or delay by a party to exercise any right or remedy provided under these terms and conditions 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 these terms and conditions or by law shall prevent or restrict the further exercise of that or any other right or remedy.

9.5 Severance. If any provision or part-provision of these terms and conditions 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 10.7 shall not affect the validity and enforceability of the rest of these terms and conditions. This clause 10.8 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

9.6 Third party rights. Unless they expressly states otherwise, these terms and conditions does not give rise to any rights under these terms and conditions (Rights of Third Parties) Act 1999 to enforce any term of these terms and conditions.

9.7 Relationship. Nothing in this agreement shall render you our employee, worker, agent or partner and you shall not hold yourself out as such.

- 9.8 Governing law.** These terms and conditions, 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.
- 9.9 Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these terms and conditions or its subject matter or formation.