

TERMS AND CONDITIONS FOR SUPPLY OF SERVICES

Byzas Research

1. DEFINITIONS

In this document the following words shall have the following meanings:

- 1.1. "Agreement" means these Terms and Conditions together with the terms of any applicable Service Specification;
- 1.2. "Contract Confirmation IC5" means the contract confirmation form as provided to the Customer by the Supplier.
- 1.3. "Customer" means the organisation or person who purchases the Services from the Supplier;
- 1.4. "Intellectual Property Rights" means all patents, registered and unregistered designs, copyright, trademarks, know-how and all other forms of intellectual property wherever in the world enforceable;
- 1.5. "Parties" means the Supplier and the Customer, and where referenced as a singular, to the relevant party;
- 1.6. "Quotation Template IC3" means the quotation form as provided to the Customer by the Supplier.
- 1.7. "Sample Booking Form IC4" means booking form as provided to the Customer by the Supplier;
- 1.8. "Services" means the services outlined in the Service Specification;
- 1.9. "Service Specification" means a statement of work, quotation or other similar document describing the Services to be provided by the Supplier, including the Sample Booking Form IC4 and the Contract Confirmation IC5;
- 1.10. "Supplier" means Byzas Research Limited (Company Registration Number 10736955) of registered office: Pen-y-Bryn, Crown Lane, Denbigh, Denbighshire, LL16 3SY
- 1.11. "Working Day" means a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

2. GENERAL

- 2.1. These Terms and Conditions shall apply to all contracts for the supply of the Services by the Supplier to the Customer.
- 2.2. All Service Specifications shall be subject to these Terms and Conditions.
- 2.3. Unless expressly provided otherwise in this Agreement, a reference to legislation or a legislative provision:
 - 2.3.1. is a reference to it as amended, extended or re-enacted from time to time; and
 - 2.3.2. shall include all subordinate legislation made from time to time under that legislation or legislative provision.
- 2.4. 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.
- 2.5. A reference to writing or written includes email but not fax.

3. COMMENCEMENT

- 3.1. The Customer shall provide the Supplier with the information required to complete the Quotation Template IC3 as initial confirmation of the services required.
- 3.2. The Customer shall then submit a Sample Booking Form IC4 as a request for a quote for the services specified in the Sample Booking Form IC4
- 3.3. The Supplier shall, upon receipt of the Sample Booking Form IC4, submit to the Customer a Contract Confirmation IC5 which shall specify the Services to be performed and the fees payable.
- 3.4. The Services shall commence at least one Working Day after the Supplier has submitted to the Customer the Contract Confirmation IC5, unless express written rejection of the Contract Confirmation IC5 is received from the Customer.
- 3.5. The Supplier shall use all reasonable endeavours to complete the Services within estimated time frames, but time shall not be of the essence in the performance of any Services.
- 3.6. Each report relates exclusively to the sample analysed by the Supplier and shall be non-transferable without the Supplier's written consent.

4. FEES AND PAYMENT

- 4.1. The fees for the performance of the Services are as set out in the Contract Confirmation IC5.
- 4.2. The Supplier shall invoice the Customer for the Services along with any reasonable out-of-pocket expenses incurred in providing those Services.
- 4.3. Services will normally be invoiced upon completion of the Services. However, the Supplier may, at its discretion, request full or partial payment in advance. If such payment is not received, the Supplier may suspend the Services until payment is made in full.
- 4.4. Invoices will be payable 30 days from the date of issue.
- 4.5. At the Supplier's sole discretion, a credit account may be agreed with the Customer, but the Supplier reserves the right to decline requests for credit without reason.
- 4.6. No circumstances shall entitle the Customer to defer payment of any outstanding invoice.
- 4.7. The Supplier shall be entitled to charge daily interest on overdue invoices from the date when payment becomes due until the date of payment at a rate of 8.00% per annum above the base rate of the Bank of England.
- 4.8. If the Customer's internal procedures require an invoice to reference a purchase order for payment to be processed, the Customer shall ensure that the relevant purchase order is issued prior to the commencement of the Services.

5. CUSTOMER'S OBLIGATIONS

- 5.1. To enable the Supplier to perform its obligations under this Agreement the Customer warrants that it shall:
 - 5.1.1. co-operate with the Supplier and provide all required information on the Sample Booking Form IC4 and Contract Confirmation IC5;
 - 5.1.2. provide the Supplier with any information and samples reasonably required by the Supplier, to deliver the Services within the agreed time frame;
 - 5.1.3. obtain all necessary permissions and consents which may be required before the commencement of the Services; and
 - 5.1.4. comply with such other requirements as may be set out in the Service Specification or otherwise agreed between the Parties; and
 - 5.1.5. maintain the confidentiality of service details, technical specifications and costs. Where necessary to share any of this information with a third party, permission must be gained in writing from the Supplier in advance.
- 5.2. The Customer shall be liable to compensate the Supplier for the full amount of the Services as set out in the Service Specification and any expenses incurred by the Supplier as a result of the Customer's failure to comply with Clause 5.1.
- 5.3. Without prejudice to any other rights to which the Supplier may be entitled, if the Customer cancels the Services with more than five Working Days' written notice, the Customer shall be required to pay to the Supplier as agreed damages and not as a penalty the full amount of any third-party costs to which the Supplier has committed.
- 5.4. If the Customer cancels the Services with five Working Days' written notice or less, the Customer shall pay the full amount for the Services as set out in the Service Specification and the full amount of any third-party costs to which the Supplier has committed.
- 5.5. In the event that the Customer or any third party, not being a sub-contractor of the Supplier, shall omit or commit anything which prevents or delays the Supplier from undertaking or complying with any of its obligations under this Agreement, then the Supplier shall notify the Customer as soon as possible and:
 - 5.5.1. the Supplier shall have no liability in respect of any delay to the completion of any Customer project;
 - 5.5.2. if applicable, the timetable for the project will be modified accordingly; and
 - 5.5.3. the Supplier shall notify the Customer at the same time if it intends to make any claim for additional costs.
- 5.6. The Customer warrants that all products supplied by the Customer to the Supplier are chemically and microbiologically safe and are fit for human consumption for the entire shelf life specified on the Sample Booking Form IC4.

- 5.7. The Customer acknowledges that each report relates exclusively to the sample analysed by the Supplier and the results cannot be relied upon for any other sample.

6. ALTERATIONS TO THE SERVICE SPECIFICATION

- 6.1. The Customer may at any time request alterations to the Service Specification in writing to the Supplier. On receipt of the request for alterations the following sub clauses shall apply:
- 6.1.1. the Supplier shall, within 5 Working Days or such other period as may be agreed between the Parties, advise the Customer in writing of the effect of such alterations, if any, on the fees and any other terms already agreed between the Parties;
 - 6.1.2. the Customer shall, within 24 hours of receipt of such notice or such other period as may be agreed between the Parties, advise the Supplier in writing whether or not it wishes the alterations to proceed.
- 6.2. The Parties may at any time mutually agree in writing alteration or amendment of the Service Specifications. Any alterations in the scope of Services to be provided under this Agreement shall be set out in an updated Service Specification, which shall reflect the changed Services and fees and any other terms agreed between the Parties.

7. WARRANTY

- 7.1. The Supplier warrants that the Services performed under this Agreement shall be performed using reasonable skill and care, and of a quality conforming to generally accepted industry standards and practices.
- 7.2. Without prejudice to Clause 7.1, and except as expressly stated in this Agreement, all warranties whether express or implied, by operation of law or otherwise, are hereby excluded in relation to the Services to be provided by the Supplier.

8. INDEMNIFICATION

The Customer shall indemnify the Supplier against all claims, costs and expenses which the Supplier may incur and which arise, directly or indirectly, from the Customer's breach of any of its obligations under this Agreement, including any claims brought against the Supplier alleging that any Services provided by the Supplier in accordance with the Service Specification infringes a patent, copyright or trade secret or other similar right of a third party.

9. LIMITATION OF LIABILITY: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.

- 9.1. References to liability in this Clause 9 include every kind of liability arising under or in connection with the Agreement including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 9.2. Nothing in this clause 9 shall limit the Customer's payment obligations under the Agreement.
- 9.3. Except in respect of death or personal injury due to negligence for which no limit applies, the entire liability of the Supplier to the Customer in respect of any claim whatsoever or breach of this Agreement, whether or not arising out of negligence, shall be limited to the fees paid by the Customer to which the claim relates.
- 9.4. In no event shall the Supplier be liable to the Customer for any:
- 9.4.1. loss of profits.
 - 9.4.2. loss of sales or business.
 - 9.4.3. loss of agreements or contracts.
 - 9.4.4. loss of anticipated savings.
 - 9.4.5. loss of use or corruption of software, data or information.
 - 9.4.6. loss of or damage to goodwill; and
 - 9.4.7. indirect or consequential loss.
- This shall apply even where such a loss was reasonably foreseeable or the Supplier had been made aware of the possibility of the Customer incurring such a loss.
- 9.5. The Supplier will take all reasonable care in handling and storing samples, but the Supplier cannot be held responsible for loss or destruction of samples held in the Supplier's premises.
- 9.6. Nothing in this Agreement shall exclude or limit the Supplier's liability for death or personal injury resulting from the Supplier's negligence or that of its employees, agents or sub-contractors.
- 9.7. Unless the Customer notifies the Supplier that it intends to make a claim in respect of an event within the notice period, the Supplier shall have no liability for that event. The notice period for an event shall start on the day on which the Customer

became, or ought reasonably to have become, aware of the event having occurred and shall expire one month from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.

9.8. This clause 9 shall survive termination of this Agreement.

10. TERMINATION

10.1. Either Party may terminate this Agreement forthwith by notice in writing to the other if:

- 10.1.1. the other Party commits a material breach of this Agreement and, in the case of a breach capable of being remedied, fails to remedy it within 30 calendar days of being given written notice from the other party to do so;
- 10.1.2. the other Party commits a material breach of this Agreement which cannot be remedied under any circumstances;
- 10.1.3. 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;
- 10.1.4. the other Party ceases to carry on its business or substantially the whole of its business; or
- 10.1.5. the other Party'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 Agreement has been placed in jeopardy.

10.2. Without affecting any other right or remedy available to it, the Supplier may terminate the Agreement with immediate effect by giving written notice to the Customer if;

- 10.2.1. the Customer fails to pay any amount due under the Agreement on the due date for payment.

10.3. Without affecting any other right or remedy available to it, the Supplier may suspend the supply of Services under the Agreement or any other contract between the Customer and the Supplier if:

- 10.3.1. the Customer fails to pay any amount due under the Agreement on the due date for payment; or
- 10.3.2. the Customer becomes subject to any of the events listed in Clause 10.1.1 to 10.1.5, or the Supplier reasonably believes that the Customer is about to become subject to any of them.

11. INTELLECTUAL PROPERTY RIGHTS

- 11.1. All Intellectual Property Rights produced from or arising as a result of the performance of this Agreement shall, so far as not already vested, become the absolute property of the Supplier, and the Customer shall do all that is reasonably necessary to ensure that such rights vest in the Supplier by the execution of appropriate instruments or the making of agreements with third parties.
- 11.2. The Customer grants the Supplier a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials provided by the Customer to the Supplier for the term of the Agreement for the purpose of providing the Services to the Customer.

12. FORCE MAJEURE

Neither Party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, the act or omission of government, highway authorities or any telecommunications carrier, operator or administration or other competent authority, or the delay or failure in manufacture, production, or supply by third parties of equipment or Services, and the Party shall be entitled to a reasonable extension of its obligations after notifying the other Party of the nature and extent of such events.

13. INDEPENDENT CONTRACTORS

- 13.1. The Supplier and the Customer are contractors independent of each other, and neither has the authority to bind the other to any third party or act in any way as the representative of the other, unless otherwise expressly agreed to in writing by both Parties.
- 13.2. The Supplier may, in addition to its own employees, engage sub-contractors to provide all or part of the Services being provided to the Customer.

14. ASSIGNMENT

- 14.1. 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 Agreement.
- 14.2. The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Agreement.

15. CONFIDENTIALITY

- 15.1. 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 15.2.
- 15.2. Each Party may disclose the other Party's confidential information:
- 15.2.1. to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Agreement. Each Party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other Party's confidential information comply with this Clause 15; and
 - 15.2.2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 15.3. Neither Party shall use the other Party's confidential information for any purpose other than to perform its obligations under the Agreement.

16. VARIATION

Except as set out in this Agreement, no variation of the Agreement shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).

17. SEVERABILITY

If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any Court of competent jurisdiction such provision shall be severed and the remainder of the provisions herein shall continue in full force and effect as if this Agreement had been agreed with the invalid illegal or unenforceable provision eliminated. If any provision or part-provision of this Agreement deleted under this Clause 17 the Parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

18. WAIVER

A waiver of any right or remedy under the Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Agreement 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 Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

19. NOTICES

- 19.1. Any notice given to a Party under or in connection with the Agreement shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next Working Day delivery service at its registered office (if a company) or its principal place of business (in any other case); or sent by email to the address specified to either relevant Party in writing.
- 19.2. Any notice shall be deemed to have been received:
- 19.2.1. if delivered by hand, at the time the notice is left at the proper address;
 - 19.2.2. if sent by pre-paid first-class post or other next Working Day delivery service, at 9.00 am on the second Working Day after posting; or
 - 19.2.3. if sent by email at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this Clause 19.2.3, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- 19.3. This Clause 19 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

20. ENTIRE AGREEMENT

- 20.1. The Agreement 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.
- 20.2. Each Party acknowledges that in entering into the Agreement 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 Agreement. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Agreement.
- 20.3. Nothing in this clause shall limit or exclude any liability for fraud.

21. NO THIRD PARTIES

Nothing in this Agreement is intended to, nor shall it confer any rights on a third party under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement..

22. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the law of England & Wales and the Parties hereby irrevocably submit to the exclusive jurisdiction of the English courts.