

1. INTERPRETATION

- 1.1 Definitions. In these Conditions, the following definitions apply:
 - "**Business Day**" means a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business;
 - "**Charges**" means the charges payable by the Customer for the supply of the Services in accordance with clause 7;
 - "**Commencement Date**" has the meaning set out in clause 2.2;
 - "**Conditions**" means these terms and conditions as amended from time to time in accordance with clause 13.8;
 - "**Contract**" means the contract between ifp-labs UK South Wales and the Customer for the supply of Services in accordance with these Conditions;
 - "**Customer**" means the person or firm who purchases Services from ifp-labs UK South Wales;
 - "**Order**" means the Customer's order for Services as set out in ifp-labs UK South Wales's job specification form or the Customer's written acceptance of the Quotation as the case may be;
 - "**Quotation**" means the quotation supplied by ifp-labs UK South Wales to the Customer;
 - "**Report**" means a written report, email or electronic data file from ifp-labs UK South Wales setting out the results of the Services in respect of the Sample;
 - "**Sample**" means the sample of any goods, product, material or component supplied by or on behalf of the Customer being the subject of the Services;
 - "**Services**" means the testing services in respect of the Sample supplied by ifp-labs UK South Wales to the Customer as set out in the Specification;
 - "**Specification**" means the description or specification of the Services set out in the Order and/or the Quotation (as the case may be);
 - "ifp-labs UK South Wales" means ifp-labs UK South Wales registered in England and Wales with company number: 11101035 and registered address of: Unit 3 Couzens House, Elvicta Business Park, Crickhowell, NP8 1DF.
- 1.2 Construction. In these Conditions, the following rules apply:
 - 1.2.1 a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
 - 1.2.2 a reference to a party includes its successors or permitted assigns;
 - 1.2.3 a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
 - 1.2.4 any phrase introduced by the terms **including, include, in particular** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
 - 1.2.5 a reference to **writing** or **written** includes faxes and e-mails.

2. BASIS OF CONTRACT

- 2.1 The Order constitutes an offer by the Customer to purchase Services in accordance with these Conditions.
- 2.2 The Order shall only be deemed to be accepted on the earliest date upon which:
 - 2.2.1 ifp-labs UK South Wales issues a written acceptance of the Order; or
 - 2.2.2 ifp-labs UK South Wales receives a Sample which complies with the terms set out in clause 4.1, at which point and on which date the Contract shall come into existence ("**Commencement Date**").
- 2.3 The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of ifp-labs UK South Wales which is not set out in the Contract.
- 2.4 Any samples, drawings, descriptive matter or advertising issued by ifp-labs UK South Wales, and any descriptions or illustrations contained in ifp-labs UK South Wales's catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force.
- 2.5 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.6 Any Quotation given by ifp-labs UK South Wales shall not constitute an offer, and is only valid for a period of 30 days from its date of issue.

3. SERVICES

- 3.1 ifp-labs UK South Wales shall supply the Services to the Customer in accordance with the Specification in all material respects.
- 3.2 ifp-labs UK South Wales shall use all reasonable endeavors to meet any performance dates but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.
- 3.3 ifp-labs UK South Wales 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 ifp-labs UK South Wales shall notify the Customer in any such event.
- 3.4 ifp-labs UK South Wales warrants to the Customer that the Services will be provided using reasonable care and skill.
- 3.5 ifp-labs UK South Wales shall use its reasonable endeavors to ensure results are accurate and without error but ifp-labs UK South Wales cannot guarantee that these will always be correct or absolute. Results and opinions provided by ifp-labs UK South Wales to the Customer are done so on the understanding that they are subject to normal experimental error and are based on evidence obtained using the most appropriate methods and techniques known at the time.
- 3.6 The Report will not routinely contain an expression of scientific opinion other than to highlight the significance of data presented on the report consistent with the requirements of ISO 17025:2017. If scientific opinion or interpretation of any scientific data is required, then written confirmation will be required from the Customer along with acceptance of the cost.
- 3.7 The Customer is responsible for the Report once received but in the event of any loss ifp-labs UK South Wales can produce duplicate copies.
- 3.8 ifp-labs UK South Wales accepts no liability for incorrect results or inaccurate Reports arising from:
 - 3.8.1 Samples compromised prior to arrival;
 - 3.8.2 information or instructions supplied by the Customer that are incomplete, inaccurate, incorrect, illegible or provided in the wrong form or out of sequence;
 - 3.8.3 through any other fault of the Customer; or
 - 3.8.4 circumstances where the Customer uses ifp-labs UK South Wales's test results or information contained in the Report in their own data systems in order to generate their own reports.

4. SAMPLES

- 4.1 The Samples must be in a condition and in a sufficient quantity that makes the preparation of a Report possible without difficulty. ifp-labs UK South Wales is entitled to conduct an initial examination of the Sample to check its condition before processing. The Customer shall bear the costs of this initial examination if the Sample does not comply with the requirements set out in this clause.
- 4.2 The Samples should be packaged securely and labelled clearly.
- 4.3 ifp-labs UK South Wales accepts no responsibility for Samples lost or damaged during shipment to ifp-labs UK South Wales's premises. The Customer is responsible for ensuring that the integrity of the Sample is preserved during shipment.
- 4.4 The Customer warrants and represents that:
 - 4.4.1 the Sample is not dangerous to persons or property and contains no hazardous or contaminating substances, save as has been notified in writing by the Customer to ifp-labs UK South Wales at the time of or prior to receipt of such Sample by ifp-labs UK South Wales; and
 - 4.4.2 the Customer is either the owner of the Sample or is authorised by such owner to provide ifp-labs UK South Wales with the Sample for the purposes of the provision by ifp-labs UK South Wales of the Services.
- 4.5 It is the Customer's responsibility to ensure that the Sample complies with any hazardous waste regulations (if applicable), including regarding information, labelling, transportation and disposal.
- 4.6 The Customer shall be responsible for, and indemnifies ifp-labs UK South Wales against, all costs, damages, liabilities and injuries that may be caused to or incurred by ifp-labs UK South Wales or its personnel or representatives including on the sampling site, during the transportation or in the laboratory by the Sample or by sampling site conditions.
- 4.7 The Customer shall bear all extraordinary costs for adequate disposal of hazardous waste resulting from the Sample, whether or not described as hazardous waste.
- 4.8 At ifp-labs UK South Wales's request, the Customer must provide ifp-labs UK South Wales with the exact composition of the Sample.
- 4.9 The Sample shall remain at the Customer's risk at all times notwithstanding its presence at ifp-labs UK South Wales's premises or use by ifp-labs UK South Wales in the provision of the Services or otherwise and it shall be the sole responsibility of the Customer to insure the Sample.

5. PROPERTY RIGHTS ON SAMPLE AND SAMPLE STORAGE

- 5.1 All Samples become the property of ifp-labs UK South Wales to the extent necessary for the performance of the Services.
- 5.2 The Samples will be retained post-analysis for a period of two weeks unless the nature of the Sample deems it unsuitable for such storage or the Sample deteriorates such that any analysis will be adversely affected. ifp-labs UK South Wales reserves the right to exercise discretion in determining appropriateness of the Sample for storage.
- 5.3 Any remaining Samples may be returned to Customers post-analysis provided that the Customer notifies ifp-labs UK South Wales of this requirement on the Order. Customers are responsible for collecting the Samples or covering the cost of any return delivery of samples.

6. CUSTOMER'S OBLIGATIONS

- 6.1 The Customer shall:
 - 6.1.1 ensure that the terms of the Order are complete and accurate;
 - 6.1.2 co-operate with ifp-labs UK South Wales in all matters relating to the Services; and
 - 6.1.3 notify ifp-labs UK South Wales of any query or issue with a test result within 10 working days of the report date. ifp-labs UK South Wales will not guarantee availability of a re-test, nor may the client withhold payment of the associated invoice if such notification is received by ifp-labs UK South Wales after 10 working days.
- 6.2 If ifp-labs UK South Wales 's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation ("Customer Default"):
 - 6.2.1 ifp-labs UK South Wales 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 ifp-labs UK South Wales 's performance of any of its obligations;
 - 6.2.2 ifp-labs UK South Wales shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from ifp-labs UK South Wales 's failure or delay to perform any of its obligations as set out in this clause 6.2; and
 - 6.2.3 the Customer shall reimburse ifp-labs UK South Wales on written demand for any costs or losses sustained or incurred by ifp-labs UK South Wales arising directly or indirectly from the Customer Default.

7. CHARGES AND PAYMENT

- 7.1 The Charges for the Services shall be the price set out in the Quotation and if no price is quoted the price set out in ifp-labs UK South Wales's published price list at the time the Sample is received by ifp-labs UK South Wales.
- 7.2 ifp-labs UK South Wales shall invoice the Customer on
- 7.3 completion of the Services. The Customer shall pay each invoice submitted by ifp-labs UK South Wales:
 - 7.3.1 within 30 days of the date of the invoice; and
 - 7.3.2 in full and in cleared funds to a bank account nominated in writing by ifp-labs UK South Wales, and time for payment shall be of the essence of the Contract.
- 7.4 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable for the time being ("VAT"). Where any taxable supply for VAT purposes is made under the Contract by ifp-labs UK South Wales to the Customer, the Customer shall, on receipt of a valid VAT invoice from ifp-labs UK South Wales, pay to ifp-labs UK South Wales such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.
- 7.5 Without limiting any other right or remedy of ifp-labs UK South Wales, if the Customer fails to make any payment due to ifp-labs UK South Wales under the Contract by the due date for payment ("Due Date"), ifp-labs UK South Wales shall have the right to charge interest on the overdue amount at the rate of four per cent per annum above the then current HSBC Bank plc's base rate accruing on a daily basis from the Due Date until the date of actual payment of the overdue amount, whether before or after judgment, and compounding quarterly.
- 7.6 The Customer shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Customer shall not be entitled to assert any credit, set-off or counterclaim against <https://www.speaking-clock.com/> in order to justify withholding payment of any such amount in whole or in part. ifp-labs UK South Wales may, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by <https://www.speaking->

clock.com/ to the Customer.

8. REPORTS

- Title in any Reports supplied by ifp-labs UK South Wales to the Customer will remain with ifp-labs UK South Wales until all invoices in respect thereof have been paid by the Customer in full, and until such full payment, the Customer shall have no property rights or other rights to use them.
- 8.2 Even after payment in full by the Customer, ifp-labs UK South Wales shall retain the right to store, use and publish all analysis results in an anonymous form which does not identify the Customer.

9. CONFIDENTIALITY

- 9.1 ifp-labs UK South Wales shall be entitled to save and process personal or commercial data received from the Customer in any way, no matter whether such data stem from the Customer directly or from a third party and shall use commercially reasonable efforts to keep such data confidential, in compliance with applicable law.
- 9.2 ifp-labs UK South Wales shall use commercially reasonable efforts to keep all analysis results and service reports confidential, subject to ifp-labs UK South Wales's rights set forth in clause 8.2.
- 9.3 Reports are prepared and supplied exclusively for the use of the Customer and should not be divulged to a third party for any purposes without the prior written agreement of ifp-labs UK South Wales.
- 9.4 Even if such written consent is given by ifp-labs UK South Wales:
 - 9.4.1 only the Customer can rely upon the contents of the Report (to the extent permitted under this Agreement);
 - 9.4.2 the Customer remains responsible for any consequences due to the divulgence of such Report to a third party and any reliance of such third party on such Report; and
 - 9.4.3 hereby agrees to indemnify ifp-labs UK South Wales against any liability which ifp-labs UK South Wales may incur as a result of such divulgence or any such third party reliance.

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

- 10.1 Nothing in these Conditions shall limit or exclude ifp-labs UK South Wales 's liability for:
 - 10.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
 - 10.1.2 fraud or fraudulent misrepresentation; or
 - 10.1.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- 10.2 Subject to clause 10.1:
 - 10.2.1 ifp-labs UK South Wales 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
 - 10.2.2 ifp-labs UK South Wales '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 a sum equal to the price paid for the Services.
- 10.3 The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- 10.4 This clause 10 shall survive termination of the Contract.

11. TERMINATION

- 11.1 Without limiting its other rights or remedies, each party may terminate the Contract with immediate effect by giving written notice to the other party if:
 - 11.1.1 the other party commits a material breach of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing of the breach;
 - 11.1.2 the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
 - 11.1.3 the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;
 - 11.1.4 a petition is filed, a notice is given, a resolution is passed, or an order is

made, for or in connection with the winding up of that other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

- 11.1.5 the other party (being an individual) is the subject of a bankruptcy petition or order;
- 11.1.6 a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
- 11.1.7 an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party (being a company);
- 11.1.8 a floating charge holder over the assets of that other party (being a company) has become entitled to appoint or has appointed an administrative receiver;
- 11.1.9 a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
- 11.1.10 any event occurs or proceeding is taken with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 11.1.2 to clause 11.1.9 (inclusive);
- 11.1.11 the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business; or
- 11.1.12 the other party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.
- 11.2 Without limiting its other rights or remedies, ifp-labs UK South Wales may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under this Contract on the due date for payment.
- 11.3 Without limiting its other rights or remedies, each party shall have the right to terminate the Contract by giving the other party 3 days' written notice.
- 11.4 Without limiting its other rights or remedies, ifp-labs UK South Wales shall have the right to suspend provision of the Services under the Contract or any other contract between the Customer and ifp-labs UK South Wales if the Customer becomes subject to any of the events listed in clause 11.1.2) to clause 11.1.12, or ifp-labs UK South Wales reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Contract on the due date for payment.

12. CONSEQUENCES OF TERMINATION

- 12.1 On termination of the Contract for any reason:
- 12.1.1 the Customer shall immediately pay to ifp-labs UK South Wales all of ifp-labs UK South Wales's outstanding unpaid invoices and interest and, in respect of Services supplied (whether in whole or in part) but for which no invoice has been submitted, ifp-labs UK South Wales shall submit an invoice, which shall be payable by the Customer immediately on receipt;
- 12.1.2 the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and
- 12.1.3 clauses which expressly or by implication have effect after termination shall continue in full force and effect.

13. GENERAL

- 13.1 Force majeure:
- 13.1.1 For the purposes of this Contract, "Force Majeure Event" means an event beyond the reasonable control of ifp-labs UK South Wales including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of ifp-labs UK South Wales or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.
- 13.1.2 ifp-labs UK South Wales shall not be liable to the Customer as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.
- 13.1.3 If the Force Majeure Event prevents ifp-labs UK South Wales from providing any of the Services for more than four weeks, ifp-labs UK South Wales shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Customer.

13.2 Assignment and subcontracting:

- 13.2.1 ifp-labs UK South Wales may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.
- 13.2.2 The Customer shall not, without the prior written consent of ifp-labs UK South Wales, assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.
- 13.3 Notices:
- 13.3.1 Any notice or other communication required to be given to a party under or in connection with this Contract shall be in writing and shall be delivered to the other party personally or sent by prepaid first-class post, recorded delivery or by commercial courier, at its registered office (if at ifp-labs UK South Wales) or (in any other case) its principal place of business, or sent by fax to the other party's main fax number.
- 13.3.2 Any notice or other communication shall be deemed to have been duly received if delivered personally, when left at the address referred to above or, if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting, or 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, on the next Business Day after transmission.
- 13.3.3 This clause 13.3 shall not apply to the service of any proceedings or other documents in any legal action..

13.4 Waiver:

- 13.4.1 A waiver of any right under the Contract is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- 13.4.2 Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided bylaw.

13.5 Severance:

- 13.5.1 If a court or any other competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.
- 13.5.2 If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

- 13.6 **No partnership:** Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

- 13.7 **Third parties:** A person who is not a party to the Contract shall not have any rights under or in connection with it.

- 13.8 **Variation:** Except as set out in these Conditions, any variation, including the introduction of any additional terms and conditions, to the Contract, shall only be binding when agreed in writing and signed by ifp-labs UK South Wales.

- 13.9 **Governing law and jurisdiction:** This 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, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

