



BUSINESS TERMS AND CONDITIONS



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1. SERVICES

- 1.1. Advance Histopathology Laboratory Ltd (AHLab) warrants to the Client that:
- 1.2. Its Services will be provided with reasonable skill and care and in accordance with its usual quality assurance standards.
- 1.3. The people providing the Services will be suitably skilled, trained and experienced.
- 1.4. The Client acknowledges that, except as expressly provided in this Agreement, AHLab gives no warranties or representations to the Client (whether expressed or implied) in respect of the Services. In particular, whilst every effort is made to achieve the turn-around times quoted by AHLab for the conduct of Tests, no warranty or guarantee is given that such turn-around times will be achieved in any particular instance.
- 1.5. The Client shall provide AHLab with such information as AHLab may reasonably be expected to require concerning the samples supplied by the Client and the persons from whom they were taken to enable AHLab to conduct the Tests and to report thereon.
- 1.6. AHLab will accept responsibility neither for any error or defect in a Test or the report thereon consequent upon any inaccuracies in or omissions from such information supplied by the Client, nor for any consequences of such errors or defects.
- 1.7. Upon completion of a Test the sample relating thereto may be destroyed or disposed of by AHLab unless otherwise previously agreed.

2. PRICE AND PAYMENT TERMS

- 1.1. The price for the conduct of the Services shall, unless otherwise agreed, be as specified in AHLab published price list current at the time the request for Services is received.
- 1.2. As at the date of these Terms and Conditions VAT is not payable on AHLab Services. If the Services subsequently become subject to VAT, this will be charged in addition at the applicable rate.
- 1.3. Invoices are normally issued on a monthly basis, but AHLab reserves the right to issue them more frequently.
- 1.4. Invoices are payable within 30 days of issue. At AHLab's option, interest may be charged on late payment at a rate of 2% over the base rate from time to time of NatWest Bank plc.
- 1.5. Invoices paid from outside the UK must be paid by direct bank transfer. All payments shall be made in pounds sterling.

3. CONFIDENTIALITY

- 3.1. AHLab agrees that it will hold and maintain the confidence of:
 - a) all information of a confidential nature which is received by AHLab from the Client or its patients in connection with the Services.
 - (b) all Test results, invoices and other information of a confidential nature issued by AHLab to the Client or its patients in connection with the Services, and, save with the Client's

consent, will not disclose such information other than to its professional staff, independent consultants and/or persons to whom it has delegated the performance of the Tests and who require the information for such purpose.

3.2. The restrictions in paragraph 3.1 shall not apply to the use of anonymised Test results for research purposes or to information which:

- (a) was in AHLab's possession prior to disclosure by the Client; or
- (b) is now or hereafter comes into the public domain other than by default of AHLab; or
- (c) was lawfully received by AHLab from a third party acting in good faith having a right of further disclosure; or
- (d) is required by law to be disclosed by AHLab.

4. LIABILITY AND IDEMUNITY

4.1. The Client warrants and covenants that it will obtain all consent and permissions required (whether by law, including under data protection legislation, good medical practice or otherwise) in order to permit the conduct of the Tests on the Samples and shall indemnify and hold harmless AHLab and their respective directors, officers, employees and agents, in respect of all liabilities, costs, claims, loss, damage, demands, action and expenses (to include any settlements or ex-gratia payments and reasonable legal and expert costs and expenses) arising directly or indirectly from any breach of this paragraph.

4.2. Subject at all times to paragraph 4.4 and whether or not AHLab has been advised of the possibility of such loss, AHLab shall not be liable in respect of the Services in contract, tort or otherwise howsoever arising from any claim, damage, loss or costs in respect of:

- (a) any direct loss of profit;
- (b) any direct loss of anticipated savings; or
- (c) any indirect or consequential loss or damage howsoever caused including without limitation, any indirect loss of profit, loss of anticipated profit including loss of profit on contracts, loss of the use of money, loss of anticipated savings, loss of business, loss of opportunity, loss of goodwill, loss of reputation; and/or loss of data.

4.3. To the extent not covered by any other limitations the maximum liability of AHLab to the Client under or in connection with this Agreement, whether arising in contract, tort, negligence, breach of statutory duty or otherwise, shall be the cost of the test less any sums paid by AHLab to any patient of the Client or other third party in satisfaction of a liability arising out of the same facts and circumstances.

4.4. The limitations in this paragraph 4 shall only apply where permitted under applicable law.

5. GENERAL

5.1. Dispute resolution

(a) If any dispute arises relating to this Agreement or any breach or alleged breach of this Agreement, the parties shall make a good faith effort to resolve such dispute without recourse to legal proceedings. If, notwithstanding such good faith efforts, the dispute is not resolved either party may submit the dispute to the jurisdiction of the English Court.

(b) Except to the extent clearly prevented by the area of dispute, the parties will continue to perform their respective obligations under this Agreement while such dispute is being resolved.



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5.2. Data Protection

Each party will comply with its obligations under the General Data Protection Regulation (GDPR). The parties hereby agree that AHLab may use or permit others to use any Test results for the purposes of medical or statistical research, provided that all such results are anonymised prior to any research being undertaken and that the researchers do not have access to any Personal Data (as defined in the General Data Protection Regulation) relating to the results. This paragraph shall apply to all results notwithstanding that they may have been in the possession of AHLab prior to the date of this Agreement.

5.3. Variation

Any amendments to this Agreement shall not be effective unless in writing and signed by an authorised signatory on behalf of AHLab. A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from this Act. The terms of this Agreement may be varied by agreement of the parties but without the consent of any third party whether or not the rights of such third party are affected by such variation

5.4. Rights and waiver

All rights granted to either of the parties shall be cumulative and not exhaustive of any rights and remedies provided by law. The failure of either party to enforce (or delay in enforcing) at any time for any period any one or more of the terms of this Agreement shall not be a waiver of such term or of the right of such party at any time subsequently to enforce all the terms of this Agreement.

5.5. Severability

If any provision of this Agreement is or becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions will not be in any way affected.

5.6. Assignment

AHLab may assign or sub-contract the performance of this Agreement (in whole or in part) or any one or more of the Tests to be performed hereunder to suitably accredited laboratories. The Client may not assign this Agreement or any of its rights or obligations hereunder without the prior approval of AHLab.

5.7. Relationship of the parties

It is acknowledged and agreed that AHLab and the Client are independent entities and nothing in this Agreement shall create or be construed as creating a partnership or a relationship of agent and principal between the parties.

5.8. Notices

All notices given under this Agreement shall be in writing and shall be delivered by hand or sent by prepaid first-class post or by prepaid first class recorded delivery or by facsimile transmission. Provided that a hard copy of any notice transmitted by facsimile is posted within 24 hours of such transmission. All notices shall be delivered at or sent, in the case of AHLab, to Laboratory Manager, Advance Histopathology Laboratory, 47a Devonshire Street, London W1G 7AW, faxed to 020 7636 9299 and, in the case of the Client to the address and/or fax number specified in the Request Form submitted by the Client (or such other address as that party shall notify in writing to the other for this purpose). A notice sent by



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post shall be deemed to be served at 9.00 am on the second business day following the date of posting; a notice sent by facsimile transmission shall (subject to posting of a hard copy as provided above) be deemed to have been served at the time it is transmitted if transmitted within business hours (9.00 am to 6.00 pm) on a business day or, if transmitted outside such business hours on a business day or on a day which is not a business day as soon thereafter as such business hours commence.

5.9. Governing law

This Agreement shall be governed by and construed in accordance with English law and each of the parties submits to the exclusive jurisdiction of the English Courts.

6. INTERPRETATION

6.1 In these Terms and Conditions:

‘this Agreement’ means the contract between AHLab and the Client for the supply of the Services, incorporating these Terms and Conditions.

‘Client’ means the person or organisation to whom AHLab has agreed to provide Services.

‘Group’ in respect of any company, means such company, its subsidiaries and holding companies and the subsidiaries of such holding companies (“holding company” and “subsidiary” having the meanings given in the Companies Act 1985 or, when the relevant provisions come into effect, the Companies Act 2006).

‘Sample’ means a sample provided by the Client to AHLab for investigation.

‘Services’ means the conduct of the Tests specified in the request form submitted by the Client and accepted by AHLab, and/or such other services as AHLab has agreed to supply to the Client.

‘AHLab’ means Advance Histopathology Laboratory Ltd.

‘Test’ means a laboratory test agreed to be carried out by AHLab on a Sample supplied by the Client. References to the singular include the plural and vice versa.

6.2 Paragraph headings are for ease of reference only and are not part of these Terms and Conditions for the purpose of construction.