



GENEIOUS
intelligence is everything

Geneius Laboratories Ltd. - Specialist Microbiology Operations Terms and Conditions of Service

Company Offices: 44 Colbourne Crescent, Nelson Park, Cramlington, Northumberland NE23 1WB

Registered Address: Unit A1, Marquis Court, Team Valley, Gateshead, Tyne & Wear, NE11 ORU

Geneius Laboratories Ltd. Company Registered in England No. 6039601. VAT 927 719 881

1. Basis of Sale

1.1 Geneius Laboratories Ltd. ('the Company') will sell and the person, firm or company ('the Client') will purchase the services subject to these terms and conditions

1.2 An order placed by the Client, whether or not in response to a quotation, shall constitute an offer made to Geneius Laboratories Ltd. subject to these terms and conditions. No terms or conditions put forward by the Client, in the order, correspondence or elsewhere shall be binding on Geneius Laboratories Ltd.

1.3 This quotation supersedes any previous quotation issued by Geneius Laboratories Ltd. The offer will remain open for 30 days unless, prior to acceptance, the Client is informed in writing that the offer has been withdrawn.

1.4 Any error or omission in any quotation, price list, sales literature invoice or other document issued by Geneius Laboratories Ltd. shall be subject to correction by Geneius Laboratories Ltd. without liability to Geneius Laboratories Ltd.

1.5 Acceptance of the offer will automatically create a binding Contract between the Company and the Client, unless subject to any other written agreement between the parties; such an agreement will form part of the Contract.

1.6 All orders or requests for services are subject to availability of resources

1.7 The Contract will be deemed to have been completed upon communication by electronic mail, fax or letter from the Company to the Client that the results are available from the Company's website or when a report is submitted direct to the Client by electronic transfer, fax or post. The results will be deemed to be acceptable to the Client unless a claim is made in writing within fourteen days from the date of the notification of the availability of the results or dispatch of the report.

2. ORDERS

2.1 The Client shall be responsible to Geneius Laboratories Ltd. for the accuracy of all orders. All orders should be in writing and be accompanied by a numbered purchase order signed by an authorised signatory.

2.2 All samples received should be of sufficient quantity to achieve the goals i.e. at least 100g per sample for microbiology and allergen testing and 200g for chemistry/nutritional and food authentication/contamination testing.. The sample should be packaged securely and labelled clearly. Any deviation in sample size to be discussed with the Technical Manager

2.3 All water samples submitted for analysis should bear the time and date of sampling. If the samples are kept at ambient temperatures, testing must begin within 6 hours of sampling. Under exceptional circumstances, it is permissible for the samples to be kept at 5°C ±3°C for up to 24 hours prior to examination

2.4 All swabs submitted for analysis should bare the time and date of sampling. The swabs should be fit for purpose and

should be stored for not more than 24 hours at 5°C ±3°C prior to examination

2.5 Geneius Laboratories Ltd. will not be held responsible for delays in analysis resulting from samples arriving without a purchase order or other relevant paperwork

2.6 Due to shortage of storage space, a Client's samples will not be routinely retained and Clients are advised to retain library reference samples wherever possible. Retention of samples may be negotiated with the Technical Manager in special circumstances

2.7 All Clients' orders are subject to Geneius Laboratories Ltd.'s acceptance

2.8 The Company accepts no responsibility for samples lost or damaged during shipment to the Company's laboratories. The Client is responsible for ensuring that the integrity of the sample is preserved during shipment.

3. THE SERVICES

3.1 The service to be delivered by the Company is specified in the quotation and reasonable endeavours will be taken to deliver the service within the stated timeframe (where a timeframe is given in the quotation). It is the Client's sole responsibility to satisfy his/herself that the service meets with requirements.

3.2 The Company shall use reasonable endeavours to comply with any dates for dispatch or delivery of results as stated in the Contract. Failure to dispatch results by the targeted date or dates shall not constitute a breach of contract.

3.3 All work is undertaken in good faith and the Company shall use it's best endeavours to ensure results are accurate and without error. Results and opinions provided by the Company to the Client 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.

3.4 In performing the service Geneius Laboratories Ltd. shall exercise all reasonable care and due diligence, but shall not be held responsible or liable in respect of the use to which information supplied to the Client is put. The Client acknowledges and agrees that any evaluation, use, or application, and the consequences resulting from the release of such information, is at the sole discretion of the Client and the Client shall be solely responsible for the same

3.5 The test certificate will not routinely contain an expression of scientific opinion other than to highlight the significance of data presented on the report. If scientific opinion or interpretation of any scientific data is required, then written confirmation will be required from the client along with acceptance of the cost.

3.6 The test certificate will not routinely contain a statement of uncertainty of measurement for microbiological assays but one will be issued on request.

3.7 The client is responsible for the report once received but in the event of any loss Geneius Laboratories Ltd. can produce duplicate copies.

3.8 The Company accepts no liability for incorrect results arising from samples compromised prior to arrival and/or information or instructions supplied by the Client that are incomplete, inaccurate, incorrect, illegible or provided in the wrong form or out of sequence or through any other fault of the Client.

4. PRICE

- 4.1 Unless specifically agreed otherwise, the price for the services will be as shown in Geneius Laboratories Ltd. current price list (i.e. at the time of sample receipt)
- 4.2 Geneius Laboratories Ltd. reserves the right without notice to vary or amend the price for the services shown in any price list, literature or in any other document issued by Geneius Laboratories Ltd.
- 4.3 The Company shall endeavour to work within the financial limits of the Contract but reserves the right to invoice the Client for additional costs associated with the Contract however they may be caused. If the work cannot be completed within the quoted contract price, the Company will notify the Client immediately of any additional anticipated costs and await the Clients response before proceeding.
- 4.4 Should the Client instruct the Company to suspend or abandon the contracted work, any expenses incurred by the Company in relation to the Contract will be invoiced to the Client.
- 4.5 Geneius Laboratories Ltd. reserve the right to charge a pick-up and transfer fee unless a free courier service has been specified in the quotation supplied to the Client. Emergency pick-ups requested in addition to this agreement will incur a charge
- 4.6 Pick-ups cancelled without 24 hour notice will be subject to a cancellation fee as will aborted collections.
- 4.7 Quoted prices are exclusive of Value Added Tax which will be added at the rate prevailing at the date of invoicing.
- 5 PAYMENT**
- 5.1 Payment for Services by:
- 5.2.1 Clients with an agreed credit account facility with Geneius Laboratories Ltd. unless specifically agreed otherwise, the payment of invoices is due by the 28th day following the date of invoice
- 5.2.2 Clients without an agreed credit account facility with Geneius Laboratories Ltd. unless specifically agreed otherwise; Geneius Laboratories Ltd. is to have received cleared funds for all amounts due prior to reporting
- 5.2 All amounts due are payable in pounds sterling unless otherwise agreed in writing
- 5.3 All costs including legal expenses incurred by Geneius Laboratories Ltd. in recovering overdue debts will be payable by the client
- 5.4 The Company reserves the right, on contracts exceeding £3,000, to demand pro forma payment of not less than one third of the total contract upon the Client's acceptance of the quotation. The balance of the contract price will be invoiced upon the submission of the final report unless staged payments are agreed in writing 5 working days in advance of the commencement of the Contract.
- 5.5 The Company shall, without prejudice to any other rights it may have, be at liberty to suspend any and all contracts with the Client should the Client fail to make payment in full by the due date in connection with any and all invoices submitted by the Company. In such an event the Client shall not be released in any respect from any obligations under this or any other contract with the Company.
- 5.6 The Company reserves the right to levy a charge of five percent above the Bank of England base rate, or the highest charge permissible by law, on any and all invoices or part thereof which remain unpaid after the due date.
- 6 INTELLECTUAL PROPERTY AND PUBLICATION**
- 6.1 The allocation of any patent rights or other intellectual property proposed by Company employees during delivery of a Contract to the Client shall be negotiated between the Company and the Client, and for the avoidance of doubt any and all patent rights or other intellectual property remain with the Company unless otherwise agreed in writing.
- 6.2 All parties involved hereby agree not to disclose the existence of patent applications, trademarks or registered designs until the specification is published.
- 6.3 Should the Client not take out patents or other intellectual property rights allocated to them for a period of two years after the end of the Contract, the Company shall be at liberty to assume sole right to them.
- 6.4 The Client shall indemnify the Company against any claims, damages or costs arising out of infringement of Letters Patent or other intellectual property resulting from use by the Client of information or results supplied by the Company under this Contract or otherwise.
- 6.5 The Client shall not at any time make use of or extract from any report or statement issued by the Company without the Company's prior written permission, with such permission not to be unreasonably withheld by the company. Final drafts of any materials shall be sent to the Company in order that the Company can assess the context and form of the documentation to be published.
- 6.6 Any information or results disclosed in a report by the Company (however published) shall not be published whether by way of comparison or otherwise without prior written approval from the Company.
- 6.7 Should the Company wish to publish results arising from services provided to the Client they shall only do so with the express written permission of the Client.
- 7 CONFIDENTIALITY**
- 7.1 Geneius Laboratories Ltd. agrees to hold confidential or proprietary information or trade secrets (Confidential Information') in trust and confidence and agrees that it shall be used only for the contemplated purposes, and shall not be used for any other purpose, or disclosed to a third party
- 7.2 No copies will be made or retained of any written information supplied without the permission of the client
- 7.3 At the conclusion of any discussions, or upon demand by the client, all confidential information, written notes, photographs, sketches, models, memoranda or notes taken shall be returned to the client
- 7.4 The Company shall have no liability for any loss or damage resulting from any loss of results and/or information that might result from any contingency beyond its control.
- 7.5 The Company may disclose information relating to the Client or third parties to the extent required by law, any governmental or other regulatory authority or by a court or other authority of a competent jurisdiction.
- 8 FORCE MAJEURE**
- 8.1 The Company shall be under no liability for any loss or damage arising out of the Company's inability to service a contract or dispatch results as a result of act of God, war, riot, civil disorder, strike lockout, labour dispute fire, accident, non delivery of raw material or any other contingency beyond its control.
- 9 AGREEMENT**
- 9.1 These general terms and conditions together with quotation signed by both the Client and Geneius Laboratories Ltd. shall jointly constitute the agreement between the parties for the provision of services.
- 10 TERMINATION**
- 10.1 Either party may terminate this agreement forthwith by written notice to the other party if:-
- a) the other party did commit a substantial breach of any of its obligations hereunder and, if capable of remedy, did not remedy such breach within 30 days of receiving such written notice; or
- b) the other party became bankrupt or entered in to liquidation or was made the subject of an administrative order to have a receiver appointed over its assets (or any part thereof) or ceased to carry on business
- 10.2 In the event of any termination of the agreement, all accrued charges, expenses and other sums shall be invoiced and, together with all unpaid invoices, shall become immediately due and payable (including interest). The Client shall fully and effectively indemnify Geneius Laboratories Ltd. against all losses (including cost of materials), damages, charges and expenses arising as a result of such a termination
- 10.3 All documentation relating to the contract will be retained for 5 years

11 WAIVER

11.1 The Company's rights shall not be affected by any indulgence or forbearance to the Client and a waiver by the Company of any breach shall in no way act as a waiver of any other breach.

12 JURISDICTION

12.1 Both parties agree that any contract with the Company shall be governed by and construed under English Law.

Agreed and accepted on behalf of _____

Signed _____

Name _____

Title _____

Agreed and accepted on behalf of Geneius Laboratories Ltd.

Signed _____

Name _____

Title _____

Date: