

1. Contract Terms

- 1.1 "Instrument" means the instrument on which LGC Genomics Limited, and if applicable, any affiliate of LGC Genomics Limited (collectively "LGC"), shall provide the Instrument Services;
- 1.2 "Instrument Services" means the repair and maintenance services provided by LGC for the Instrument, but excluding any consumables;
- 1.3 "Liability" means any and all liability (including liability for the acts or omissions of Personnel): (a) for any breach of the Contract; (b) for any misrepresentation, misstatement, or tortious act or omission, including without limitation, negligence arising under or in connection with the Contract; (c) for any breach of statutory duty; and/or (d) otherwise arising in connection with the performance or contemplated performance of the Contract (including under indemnification provisions (if any));
- 1.4 These terms and conditions apply to the Instrument Services provided by LGC to the Customer, unless other terms and conditions are expressly accepted by LGC by a specific written amendment hereto.
- 1.5 These terms and conditions, together with the quotation provided by LGC (if any), creates the contract between LGC and Customer with respect to Customer's purchase, and LGC's supply, of the Instrument Services (the "Contract"). All other terms and conditions (including any terms or conditions which the Customer purports to apply under any purchase order, confirmation of order, specification or other document) are expressly excluded from the Contract.

2. Instrument Service Term

- 2.1 The term of the Contract shall be one (1) year from the commencement date stated in the quotation unless otherwise specified (the "Term"). Two (2) months prior to the expiry of the Term a reminder will be sent to Customer for renewal of the Contract.
- 2.2 LGC reserves the right, at its discretion, to inspect (at Customer's cost) the Instrument(s) for any existing defects prior to accepting any orders for a service contract from the Customer. The cost of repair of any existing defects is not included in the price of the Contract.

3. Types of Instrument Services Contracts

- 3.1 **Preventative Maintenance Contract** – For Customers that have purchased a Preventative Maintenance Contract:
 - a) On one occasion each year of the Contract, LGC shall perform a preventative maintenance service of the Instrument ("Preventative Maintenance Service") at a mutually agreed time. Such preventative maintenance services is likely to take the Instrument out of action for up to one (1) working day while the service is carried out, and LGC shall have no Liability for any loss of profit, loss of business or revenue, loss of anticipated savings, or any indirect or consequential loss which arises out of or in connection with such services.
 - b) The preventative maintenance service shall include:
 - (i) Inspection of the Instrument;
 - (ii) Re-assembly and calibration of the Instrument;
 - (iii) Upgrade of any software to the then current production status, to the extent such upgrade can be done without a hardware or operating system upgrade;
 - (iv) 25% discount off applicable list price for any components that have failed or are otherwise defective during normal operation of the Instrument.
- 3.2 **Service Contract** - For Customers that have purchased a full service contract ("Service Contract"),
 - a) LGC shall perform the Preventative Maintenance Service set forth in Clause 3.1(b)(i) – (iii) above;
 - b) LGC shall replace any component(s) that have failed or otherwise defective during normal operation of the Instrument; and
 - c) LGC shall provide unlimited service visits during the Term including labour and travel expenses.

4. Limited Warranty

- 4.1 LGC warrants that the Instrument Services provide will be in accordance with generally accepted standards prevailing in the Instrument Service industry. Customer must make any claim for breach of this warranty within thirty (30) days of the date the Instrument Services were performed and prior to any unauthorised repair, change or modification has been made to any part of the Instrument.
- 4.2 Except where expressly accepted in these terms and conditions, all warranties (including without limitation any implied warranties of satisfactory quality, merchantability or fitness for a particular purpose), conditions, representations, rights, obligations, liabilities and other terms whether express or implied by statute or common law in connection with the Instrument Services (including without limitation any relating to performance, care and skill or compliance with representations) are, to the fullest extent permitted by law, excluded from the Contract.
- 4.3 Instrument Services do not cover replacement of parts or repairs for defects and damage resulting from:
 - a) Neglect, carelessness, or misuse including without limitation any use which is not in accordance with the instructions issued with the Instrument or its appendices, or improper or inadequate maintenance of the Instrument;
 - b) Modification or repair of the Instrument other than by LGC or a party authorised by LGC to perform such modifications or repairs;
 - c) Installation of any software or hardware, or use in combination with software or products that LGC did not supply to authorise to be used with the Instrument;
 - d) Any electrical surges or voltages exceeding those outlined in the user manual or installation guide, or any damage caused by computer viruses or hackers;
 - e) Transportation or relocation of the Instrument by any party not authorised or approved by LGC
 - f) Any damage resulting from the use of bleach on the Instrument outside of standard reagent usage SOP guidelines;
 - g) Any other defects or damage not caused by LGC.
- 4.4 Any computer hardware is only covered if purchased directly from LGC. Failure of, damage to, or damage resulting from the use of a computer not supplied by LGC is not covered by the Instrument Services.
- 4.5 For any Customers on a twelve (12) month or longer service contract, LGC shall replace a maximum of one (1) x 96/384 head for each instrument in each twelve (12) month term of the service contract at no additional cost to the Customer. LGC reserves the right to charge Customers for any additional 96/384 heads which may require replacement during this period.
- 4.6 LGC reserves the right to use refurbished or reconditioned parts to effect the repair of an Instrument.
- 4.7 To the maximum extent permitted by law, LGC's total aggregate Liability shall be limited to whichever is the lower of: (i) the value of Instrument Services; or (ii) £500,000 (five hundred thousand); and the Customer shall have a duty to mitigate any loss suffered by it. Nothing in these terms and conditions excludes or limits the liability of LGC for death or personal injury caused by LGC's negligence, fraud or fraudulent misrepresentation, or to the extent prohibited by law.

- 4.8 LGC shall have no Liability for loss of profit, loss of business or revenue, loss of anticipated savings, depletion of goodwill, any third party claims, or any indirect or consequential loss or damage, which arises out of or in connection with any Contract.

5. Service Levels for Service Contract

- 5.1 LGC shall use commercially reasonable endeavours to issue an initial response to Customer within 24 hours upon receipt of email or telephone conversation. In emergencies, LGC will use reasonable endeavours to make an engineer available within three (3) working days of identifying the relevant problem to perform any repairs.
- 5.2 Instrument Services are provided between 8am to 5pm Monday to Friday (local time), excluding public holidays, but maybe available between 6am to 10pm, subject to availability.

6. Safe Working Environment

- 6.1 The Customer shall ensure that any personnel attending Customer's premises in connection with the Instrument Services shall have sufficient access to the Customer's premises and room to perform the Instrument Services in a safe working environment.
- 6.2 Customer shall ensure that all Instruments are fully decontaminated and free of any radioactive, biological, toxic or other dangerous materials or substances. LGC reserves the right to request a copy of an accurate and completed certificate of decontamination before performing any Instrument Services.
- 6.3 LGC reserves the right at its absolute discretion to refuse to perform the Instrument Services in any location which LGC reasonable deems unsafe for any personnel to perform the Instrument Services.

7. Price

- 7.1 Unless expressly stated otherwise, all Prices are inclusive of parts, labour and travel but exclusive of taxes (including VAT), which shall be charged at the rate and in the manner prescribed by law from time to time; and consumables.
- 7.2 Any quotations for Instrument Services outside the scope of a service contract are an estimate only based on information provided to LGC. LGC reserves the right to amend the final price payable by the Customer to take account of any variations in Instrument Services, or additional parts, travel or labour costs as a result of actual work performed, or additional information from or a request in writing by the Customer.

8. Payment

- 8.1 Payment shall be made by the Customer in Sterling within thirty (30) days of the date of LGC's invoice, without any deduction or offset. LGC shall be entitled to payment for all instalments of the Instrument Services supplied to the Customer, whether under a blanket order or otherwise.
- 8.2 Payment is made when monies are credited to LGC's account. Negotiable instruments or promises to pay do not constitute payment.
- 8.3 The Customer shall make all payments due under the Contract without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise.
- 8.4 LGC reserves the right to charge Customer, in addition to other amounts payable hereunder, any costs reasonably incurred by LGC (including without limitation, legal costs and fees of debt collection agencies) in recovering any amounts due to LGC from the Customer pursuant to the Contract.
- 8.5 LGC may appropriate sums received from the Customer against any debt due to LGC from the Customer (under this or any other Contract), irrespective of any purported appropriation by the Customer.
- 8.6 If the Customer fails to pay LGC any sum due pursuant to the Contract then, without limiting any other right or remedy available to LGC:
 - a) LGC may without liability cancel the Contract and all other Contracts with the Customer or suspend any further deliveries to the Customer;
 - b) LGC may immediately demand payment of any other invoices not yet due, with liability to pay interest on sums due applying from the date of the demand; and
 - c) the Customer will be liable to pay interest to LGC on such sum from the due date for payment at the annual rate of 5% (five percent) above the base rate of HSBC Bank plc from time to time, accruing on a daily basis until payment is credited to LGC's account, whether before or after any judgment.

9. Confidentiality

Both parties shall use reasonable endeavours to keep confidential for a period of five (5) years from the date of the Contract any confidential information (oral or written) provided or disclosed by or on behalf of the other. This clause shall not apply to any information which at the time of disclosure is (or subsequently becomes) published or generally available to the public (other than as a breach of the receiving party's obligation under this clause), which at the time of disclosure was already in the possession of the receiving party (other than under an obligation to the disclosing party), which subsequently legally comes into their possession from another source, which was independently developed, or which is required to be disclosed in order to comply with a legal requirement.

10. Cancellation

- 10.1 If the Customer cancels, extends or delays (or purports to cancel) the Contract or part thereof, or fails to accept supply of the Instrument Services at the time agreed or if no time is agreed within a reasonable time, then the Customer shall be liable for (without prejudice to any other rights of LGC) and shall indemnify and keep indemnified LGC against any resulting loss, damage or expense or additional costs incurred by LGC in connection with the supply or non-supply of the Instrument Services including without limitation the cost of any services, material, plant or tools used or intended to be used therefor and the cost of labour and other overheads, including a percentage in respect of profit.
- 10.2 Unless otherwise agreed in writing between LGC and the Customer, no refund of any unexpired period will be made by LGC if the Customer elects to cancel the Contract prior to the expiry of the Term.

11. Termination

- 11.1 LGC may terminate the Contract forthwith by notice in writing if the Customer is in material breach of the Contract and, where such breach is remediable, the Customer fails to remedy the same within 30 (thirty) days of the receipt of a written request from LGC to do so.
- 11.2 Each party has the right to terminate the Contract at its discretion if the other party: (a) is unable to pay its debts; (b) is insolvent; (c) enters any form of bankruptcy, either compulsorily or voluntarily; (d) is subject to a receiver or other third party (including without limitation a garnishor, chargor or bailliff) being appointed over or taking or attempting to take possession of any the party's assets; (e) takes or suffers any steps that could lead to the appointment of any insolvency officer holder; or (f) undergoes any analogous occurrence under foreign law.
- 11.3 The termination of the Contract shall be without prejudice to the rights and duties of either party accrued prior to termination. The clauses in the Contract which expressly or impliedly have effect after termination shall continue to be enforceable notwithstanding termination.

The Customer shall pay the Price in respect of any Instrument Services (or part thereof) supplied prior to termination, regardless of the reason for termination.

12. Force Majeure

12.1 If LGC is unable (whether temporarily or permanently) to procure any services or goods necessary to enable it to supply the Instrument Services or if the supply of the Instrument Services is prevented or hindered by reason of any cause beyond LGC's reasonable control (which shall include acts of God, governmental action, war or national emergency, acts of terrorism, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, currency restrictions, strikes or other labour dispute, or restraints or delays affecting shipping or carriers), LGC may cancel the Contract by notice in writing to the Customer so far as it relates to the Instrument Services not then supplied or work not then done and such cancellation shall not give rise to any claims by the Customer provided that the Customer shall remain liable to pay for the Instrument Services supplied prior to the date of such cancellation.

13. Data Protection

13.1 LGC shall comply with all applicable laws, statutes and regulations with respect to data protection, including the provisions of the Data Protection Act 1998 ("DPA") where it acts as a data controller in the processing of personal data in supplying the Instrument Services. LGC may transfer personal data for processing to: (a) other affiliates of LGC, and (b) third parties who assist in supplying the Instrument Services; and shall ensure that measures are taken to ensure the adequate protection of such data in accordance with recognised international standards. Subject to this clause 13 and save as required by law, LGC does not pass on personal details to any other third parties.

13.2 LGC may use the information provided by the Customer to contact the Customer and appropriate persons within its organisation ("Recipient") about goods and services offered by LGC. A Recipient can contact the Marketing Department at LGC at any time if it does not wish to receive (or wishes to amend or update) such information, and following receipt of such notification LGC shall suppress (or amend or update) the Recipient's details as requested for the purposes of future marketing. A Recipient may obtain a copy of the personal information LGC holds in relation to it by writing to the LGC Data Protection Officer ("DPO") and, upon payment of a fee, the DPO shall provide the Recipient with a copy of such personal information.

14. General

14.1 The Customer shall not assign any Contract or any part thereof without the written consent of LGC. LGC may assign the Contract or any part thereof to any member of the LGC Group or its successors. LGC shall be entitled to sub-contract any part of the Instrument Services to be provided hereunder.

14.2 Each right or remedy of LGC under the Contract is without prejudice to any other right or remedy of LGC whether under the Contract or not.

14.3 If any provision of the Contract shall be held to be illegal, invalid or unenforceable in whole or in part, either under enactment or rule of law, such provision or part shall to that extent be deemed not to form part of the Contract but the legality, validity and enforceability of the remaining provisions of the Contract shall not be affected.

14.4 LGC reserves the right to announce publicly that it is providing Instrument Services to the Customer with the prior written consent of the Customer, not to be unreasonably withheld.

14.5 Any waiver by LGC of any breach of, or any default under, any provision of any Contract by the Customer will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms or conditions of the Contract.

14.6 No term or condition of the Contract is enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to the Contract and LGC and the Customer may exercise, without the consent of any third party, any rights they may have to amend or rescind the Contract.

14.7 The Contract shall be governed by and construed in accordance with English law and the parties submit to the exclusive jurisdiction of the English Courts.