



TadPath Histopathology Services

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TERMS AND CONDITIONS

1. INTRODUCTION

- 1.1 This document (together with any documents referred to in it) sets out the terms and conditions under which you acquire any services TadPath provides to you. Please read these terms and conditions carefully before you start using TadPath services.
- 1.2 By ordering any services from TadPath you agree to be bound by these terms and conditions.
- 1.3 The provisions of these terms and conditions do not affect your statutory rights as a consumer.
- 1.4 The headings provided in this document are for ease of reference only and will not affect the interpretation of these terms and conditions.

2. DEFINITION OF TERMS

- 2.1 In these terms and conditions the following capitalised words shall have the following meanings:

TERMS shall mean the terms and conditions set out in this document (together with any documents referred to in it)

WE shall mean TadPath

US shall mean TadPath

OUR shall mean belonging to or associated with TadPath

SERVICE shall mean any product or service provided by US. This includes (but is not limited to) any one or more of the following: diagnostic services, laboratory services, academic services, research services, 3D printing services, image processing services, advisory services, specialist opinion services, specimen transport services, product purchase, product supply, product maintenance, product repair, second opinion services, diagnostic review services, administrative services, technology-related services, report communication services, tissue archiving or storage services (whether in slide, block or wet sample form), tissue retrieval services (whether in slide, block or wet sample form) and tissue disposal services (whether in slide, block or wet sample form).

MATERIALS shall mean any item or items which may be supplied by YOU to US in respect of the performance of the SERVICE WE provide. This includes (but is not limited to) one or more of the following: an order form and any information it contains, a request form and any information it contains, a request letter and any information it contains, a referral letter and any information it contains, a tissue sample in any condition (whether wet tissue sample or processed to slide or block) and the information contained in any labelling on it, a diagnostic report, a research document, an image (digital or analogue), a 3D model, an academic document, a physical device for data storage such as (but not limited to) a CD or DVD disc or USB storage device, a piece of equipment or a chemical substance.

ORDER shall mean any request to US for the SERVICE. Such a request may be made by contacting US to make such a request and such a request is also made through the submission of MATERIALS to US.

YOU shall mean the legal entity ordering or receiving the SERVICE and may refer to an individual, company, academic institution, trust, firm, body or any representative thereof or any other person who submits an ORDER to US.

YOUR shall mean belonging to or associated with YOU.

PARTY shall mean YOU or US depending on the context of the use of the term.

PARTIES shall mean YOU and US.

AGREEMENT shall mean the agreement between the PARTIES that both PARTIES shall be bound by these TERMS for the supply of the SERVICE.

REQUIREMENTS shall mean the manner and levels of preparation of the MATERIALS to be provided by YOU to US that are required by US in order for the SERVICE to be performed in accordance with the warranties described in these TERMS.

REPORT shall mean in the case of MATERIALS submitted for diagnostic opinion the diagnostic report made on the MATERIALS following review by a histopathologist as applicable to the requested SERVICE or, in the case of a request for image processing services the processed images and any accompanying commentary or, in the case of a request for 3D modelling the 3D model or models generated (whether computer graphical models and/or physical 3D-printed models) and any accompanying commentary or in the case of a request for other advice or opinion the report containing said advice or opinion.

STANDARD PRICE LIST shall mean OUR standard prices in respect of the common (as opposed to bespoke) elements of the SERVICE which are current at the time an ORDER is made and which can be obtained from US by request. Such a request may be made by email to client_care@tadpath.co.uk;

QUOTATION shall mean the price quotation prepared by US on the basis of OUR understanding of YOUR request for SERVICE, outlining the details of the SERVICE to be provided by US and including a quotation in respect of the prices for that SERVICE submitted by US to YOU prior to the SERVICE being undertaken

BIOLOGICAL SAMPLE shall mean any material composed of biological cells or cell products including fluids and any chemicals derived from such a sample (whether produced by biological processes or synthetic processes) and any chemicals used in transporting, growing, sustaining, processing or preserving such a sample. This includes, but is not limited to, animal or plant tissues and fixatives, embedding media, culture media and transport media.

BIOLOGICAL SUBJECT shall mean the source from which a BIOLOGICAL SAMPLE was derived. This may be a human being, plant, animal, cell culture or any other system from which biological material may be sampled.

3. INFORMATION ABOUT US

3.1 TadPath Histopathology Services are operated by TadPath, an sole proprietor company based in England, UK. OUR admin office is at The Glen Lyn Building, Harrow, Middlesex, HA1 3PP

4. CHANGES TO THESE TERMS

4.1 WE have the right to revise and amend these TERMS from time to time. YOU will be subject to the TERMS in force at the time that YOU ORDER a SERVICE from US, unless any change to these TERMS is required to be made by law or governmental authority (in which case it will apply to any ORDER previously placed by YOU), or if WE notify YOU of the change to these TERMS before YOU place an ORDER.

4.2 We reserve the right at any time and without liability to correct any clerical, typographical or other similar errors or omissions made in these TERMS.

5. APPLICATION OF TERMS

5.1 Subject to clause 5.3, the AGREEMENT shall be on these TERMS and they will govern the provision of the SERVICE to the exclusion of all other terms and conditions (including any terms or conditions which YOU purport to apply under any purchase order, confirmation order, specification or other document).

5.2 No terms, conditions or warranties endorsed upon, delivered with, referred to or stipulated or contained in any purchase order or other similar document delivered or sent by YOU to US will form part of this AGREEMENT.

5.3 No variation to, waiver of or addition to these TERMS or any representation about the SERVICE will have any effect unless it is expressly agreed by the PARTIES in writing and contains a specific reference to these TERMS. YOU acknowledge that YOU have not relied on any statement, promise or representation made or given by, or on behalf of, US which is not set out in this AGREEMENT. Nothing in this clause shall limit or exclude OUR liability for fraudulent misrepresentation.

5.4 WE shall provide the SERVICE when YOU place an ORDER (in accordance with clause 6.2 herein) upon these TERMS and in consideration of the fees payable by YOU.

- 5.5 YOU shall have obtained any necessary consents and permissions required by law for any SERVICE YOU ORDER.
- 5.6 By placing an ORDER YOU acknowledge and signify that YOU have ostensible authority to be bound in accordance with these TERMS (including, without limitation, those obligations concerned with payment).
- 5.7 WE shall supply and deliver the SERVICE in accordance with the description of the SERVICE WE provide to YOU by means of any written communication with YOU and in accordance with any QUOTATION WE provide to YOU.
- 5.8 If the MATERIALS YOU submit to US include a BIOLOGICAL SAMPLE then YOU acknowledge and accept OUR REQUIREMENTS for providing such a SERVICE which are fully detailed within Schedule 1 hereto.
- 5.9 If the MATERIALS YOU submit to US do not include a BIOLOGICAL SAMPLE then YOU acknowledge and accept OUR REQUIREMENTS for providing such a SERVICE which are fully detailed within Schedule 2 hereto.

6. HOW THE AGREEMENT IS FORMED

- 6.1 YOU enter into an AGREEMENT with US under these TERMS whenever YOU provide US with an ORDER for the SERVICE.
- 6.2 YOU provide US with an ORDER for the SERVICE by submitting MATERIALS to US.
- 6.3 Each submission of MATERIALS by YOU to US will be deemed to be an acceptance by YOU of the purchase of the SERVICE subject to these TERMS.

7. YOUR OBLIGATIONS IN REGARDS TO THE SERVICE

- 7.1 YOU:
 - 7.1.1 shall comply with all applicable laws and regulations in respect of YOUR possession of and/or use of the MATERIALS and any REPORT;
 - 7.1.2 have obtained all necessary ethical and legal permissions and consents in connection with:
 - 7.1.2.1 the submission of the MATERIALS to US; and
 - 7.1.2.2 OUR use of the MATERIALS to provide the SERVICE.
- 7.2 YOU shall be responsible for ensuring that the MATERIALS are in accordance with any specification agreed between the PARTIES and the REQUIREMENTS and in any event are in a condition suitable for use by US in the performance of the SERVICE.
- 7.3 In the event that YOU request US to repeat a SERVICE for any reason, YOU will be required to meet any additional costs associated with such repeat work.

8. COLLECTION, DELIVERY, RETURNS, ARCHIVING AND DISPOSAL

- 8.1 Unless expressly agreed between the PARTIES otherwise, WE will arrange for the collection of MATERIALS from YOU.
- 8.2 In the case of physical MATERIALS held at YOUR premises YOU will use reasonable endeavours to procure that the MATERIALS are readily available to the courier from a single point within YOUR premises in time for the courier's collection.
- 8.3 Any times specified or agreed by US for the delivery of the SERVICE are given in good faith but are an estimate only. If no time is specified or agreed by US delivery will take place within a reasonable time following receipt of MATERIALS by the courier. WE will not be liable for any loss, costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the SERVICE.
- 8.4 Unless expressly agreed between the PARTIES otherwise, WE shall supply a REPORT, where applicable, by one or more of the following mechanisms: courier, post or by email, the latter using an email account capable of end-to-end encryption such as Proton mail which uses TLS encryption with the option of additional PGP encryption. YOU shall provide US with all relevant contact details prior to the commencement of the SERVICE. If YOU wish to receive any REPORT by end-to-end encrypted email then YOU will be responsible for ensuring that the email system YOU use for the email address YOU supply to US is capable of receiving end-to-end encrypted emails and has this capability enabled. In some cases, for example where you do not have an encrypted email service, WE may supply YOU with one or more passwords for the purpose of receiving encrypted data from US such as, without limitation, a REPORT. In such cases it will be YOUR responsibility to ensure any such password is kept secret and secure and made known only to those of YOUR personnel who are authorised to access confidential data.

9. PRICE AND PAYMENT

- 9.1 If YOU are in receipt of a valid QUOTATION from US then the SERVICE is supplied by reference to the prices identified in the QUOTATION prepared and submitted by US to YOU in respect of the SERVICE. If YOU make an ORDER without first receiving a QUOTATION from US then the SERVICE is supplied by reference to the STANDARD PRICE LIST.
- 9.2 WE may invoice YOU for the SERVICE at any time after the completion of the SERVICE. The invoice will show the fees payable by YOU for the SERVICE.

- 9.3 YOU shall pay the fees for the SERVICE within 30 days of receipt of an invoice from US.
- 9.4 Any VAT applicable to any of OUR fees will be made clear on the invoice WE send to YOU.
- 9.5 No payment will be deemed to have been received until WE have received the payment in full in cleared funds.
- 9.6 YOU will indemnify US against all expenses and legal costs incurred by US in recovering overdue amounts.
- 9.7 All payments payable to US under the AGREEMENT will become due immediately on termination of this AGREEMENT despite any other provision of these TERMS.
- 9.8 YOU will make all payments due under the AGREEMENT without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless YOU have a valid court order requiring an amount equal to such deduction to be paid by US to YOU.
- 9.9 If YOU fail to pay US any sum due pursuant to the AGREEMENT then, without prejudice to OUR other rights and remedies, YOU shall pay interest at 4% over LIBOR to US on such sum from the due date for payment at the statutory rate from time to time in force accruing on a daily basis until payment is made in full (whether before or after any judgement).

10. WARRANTIES

- 10.1 WE warrant (subject to the provisions of this clause 10) that the SERVICE will be performed:
 - 10.1.1 safely and with reasonable care and skill;
 - 10.1.2 using properly qualified and experienced persons; and
 - 10.1.3 in accordance with English law.
- 10.2 If any part of the SERVICE does not conform with the warranties set out in clause 10.1 WE will at OUR option and cost re-perform such a SERVICE or refund the price of such a SERVICE at the pro rata AGREEMENT rate.
- 10.3 Save for the warranty given by US in clause 10.1, all warranties, conditions and other terms (whether implied by statute or otherwise) are, to the fullest extent permitted by law, excluded from this AGREEMENT.

11. LIMITATION OF LIABILITY

- 11.1 Nothing in these TERMS excludes or limits the liability of US for fraudulent misrepresentation or for any death or personal injury caused by OUR negligence.
- 11.2 Subject to clause 10 and clause 11.1 WE will not be liable to YOU in contract, tort (including, without limitation, negligence), misrepresentation or otherwise for any:
 - 11.2.1 economic loss of any kind (including, without limitation, loss of use, profit, anticipated profit, business, contracts, overhead recovery, revenue or anticipated savings);
 - 11.2.2 any damage to YOUR reputation or goodwill; or
 - 11.2.3 any other special, indirect or consequential loss or damage (even if WE have been advised of such loss or damage) arising out of or in connection with the AGREEMENT.
- 11.3 Subject to the provisions of clause 10 and clauses 11.1 and 11.2 OUR total liability in contract, tort (including, without limitation, negligence), misrepresentation or otherwise arising out of or in connection with this AGREEMENT (a "Default") will be limited to the price paid or payable in respect of the SERVICE (or the relevant part of the SERVICE) to which the Default relates.
- 11.4 The provisions of this clause 11 shall survive the termination or expiry (for whatever reason) of this AGREEMENT.

12. MATERIALS

- 12.1 WE will not be liable for any breach by YOU of any applicable laws and regulations including, without limitation, YOUR failure to obtain any necessary permissions and approvals.
- 12.2 WE will not be liable for any loss or damage to the MATERIALS unless such loss or damage arises as a direct result of OUR negligence. Where WE are liable under this clause 12.2 OUR liability to YOU will be limited to the lesser of: the sums noted in the limitation of liability set out at clause 11.3; or the actual value of the MATERIALS.
- 12.3 YOU will ensure that the MATERIALS are suitable for use by US in the performance of the SERVICE.
- 12.4 Any defect in the SERVICE which is due in whole or in part to defects in the MATERIALS will not entitle YOU to terminate the AGREEMENT, reject the SERVICE, make any deductions from the AGREEMENT price or claim damages in respect of such defect.
- 12.5 YOU will keep US indemnified in full against all liability, loss, damage, injury, claim, action, demand, expense or proceeding awarded against or incurred by US as a result of or in connection with the use of the MATERIALS by US in respect of the SERVICE.

13. CONFIDENTIALITY AND DATA PROTECTION

- 13.1 The PARTIES shall keep strictly confidential all information concerning the business and affairs of each other together with any information disclosed under the AGREEMENT (including, without limitation, MATERIALS and personal data on any BIOLOGICAL SUBJECT) obtained from each other either pursuant to the AGREEMENT or prior to and in contemplation of it, and shall use the same exclusively for the purposes of the AGREEMENT and shall disclose the same only to those of its directors, consultants, contractors, agents and employees to whom and to the extent that such disclosure is reasonably necessary for the purposes of the AGREEMENT.
- 13.2 In carrying out the SERVICE WE shall at all times:
- 13.2.1 process confidential identifiable information on any BIOLOGICAL SUBJECT in accordance with the provisions of this AGREEMENT solely for the purposes of the SERVICE;
- 13.2.2 process the confidential identifiable information on any BIOLOGICAL SUBJECT in accordance with the provisions of the Data Protection Act 2018 (the "DPA") and only process said information for the purposes set out in this AGREEMENT; and
- 13.2.3 subject to YOU supplying confidential identifiable information on any BIOLOGICAL SUBJECT which is compliant in all respects with the DPA, ensure that all said information is kept in accordance with YOUR reasonable instructions insofar as said instructions are also compliant with the DPA.
- 13.3 YOU will keep US indemnified in full against all liability, loss, damage, claim, action, demand, expense or proceeding in respect of any breach by YOU of the provisions of clause 13.1.
- 13.4 The obligations of confidentiality shall not apply to information which:
- 13.4.1 WE can demonstrate was already in OUR possession and at OUR free disposal prior to receipt;
- 13.4.2 is subsequently disclosed to US without any obligation of confidence by a third party who has not derived it directly or indirectly from YOU; or
- 13.4.3 enters the public domain through no act or default of US, OUR agents or employees.

14. INTELLECTUAL PROPERTY RIGHTS

- 14.1 YOU will keep US indemnified in full against all liability, loss, damage, claim, action, demand, expense or proceeding in respect of any infringement or alleged infringement of any intellectual property rights resulting from any use by US of the MATERIALS or any compliance by US with YOUR instructions, whether expressed or implied.
- 14.2 Any intellectual property belonging to US which WE employ or deploy in order to provide the SERVICE to YOU shall remain OUR intellectual property and shall not be considered to have been transferred to YOU in whole or in part.
- 14.3 Such intellectual property as referred to in clause 14.2 shall include, without limitation, any method, procedure, algorithm, trade mark or instrumentation wherein the intellectual property rights belong to US.

15. TERMINATION

- 15.1 WE may terminate the AGREEMENT immediately if:
- 15.1.1 YOU fail to pay US the price of OUR fees on the due date;
- 15.1.2 YOU are in breach of any term of the AGREEMENT and have failed to remedy such breach within 28 days of receipt of written notice specifying the breach and requiring it to be remedied;
- 15.1.3 there is a material change in the ownership or control of YOU; or
- 15.1.4 YOU are wound up or become insolvent or have a receiver or administrative receiver appointed or suffer the appointment or the presentation of a petition for the appointment of an administration or any equivalent or analogous event occurs in any other jurisdiction.
- 15.2 The termination of the AGREEMENT (howsoever arising) will be without prejudice to any rights and remedies which may have accrued to either PARTY.
- 15.3 Any TERMS which impliedly have effect after termination or expiry will continue to be enforceable notwithstanding termination or expiry.

16. ANTI-BRIBERY COMPLIANCE

- 16.1 YOU shall:
- 16.1.1 comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including to the Bribery Act 2010 ("Relevant Requirements");
- 16.1.2 not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
- 16.1.3 promptly report to US any request or demand for any undue financial or other advantage of any kind received by YOU in connection with the performance of this AGREEMENT;
- 16.2 Breach of this clause 16 by YOU shall be deemed a material breach under clause 7.

17. FORCE MAJEURE

- 17.1 WE will not be liable to YOU or be deemed to be in breach of these TERMS by reason of any delay in performing or failure to perform any of OUR obligations under these TERMS if such delay or failure was beyond OUR reasonable control including, without limitation, fire, flood, strike or other industrial action of whatever nature. If WE are unable to perform OUR obligations under these TERMS WE will promptly notify YOU of the nature and extent of the circumstances in question.

18. GENERAL

- 18.1 YOU will not without the prior written consent of US assign or transfer the AGREEMENT or any part of it to any other person or legal entity.
- 18.2 WE may without the prior written consent of YOU assign, transfer or subcontract the AGREEMENT or any part of it to any other person or legal entity.
- 18.3 Each right or remedy of US under these TERMS is without prejudice to any other right or remedy which WE may have under these TERMS or otherwise.
- 18.4 Any notice or other document to be served under the AGREEMENT must be in writing and may be delivered or sent by prepaid first class post. Any notice or document shall be deemed served, if delivered at the time of delivery and if posted, 48 hours after posting.
- 18.5 If any provision of the AGREEMENT is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, unenforceable or unreasonable it will, to the extent of such illegality, invalidity, voidness, unenforceability or unreasonableness, be deemed severable and the remaining provisions of the AGREEMENT shall continue in full force and effect to the fullest extent permitted by law.
- 18.6 Failure or delay by US in exercising any right or remedy provided by the AGREEMENT or by law will not be construed as a waiver of such right or remedy or a waiver of any other right or remedy.
- 18.7 A person or legal entity who is not a PARTY to the AGREEMENT will have no right under the AGREEMENT (Contracts (Rights of Third Parties) Act 1999) to enforce any term of the AGREEMENT.
- 18.8 These TERMS and any document expressly referred to in them represent the entire AGREEMENT between YOU and US in relation to the subject matter of any agreement and supersede any prior agreement, understanding or arrangement between YOU and US, whether oral or in writing.
- 18.9 YOU and WE acknowledge that, in entering into the AGREEMENT, neither has relied upon any representation, undertaking or promise given by the other or implied from anything said or written in negotiations between YOU and US prior to such AGREEMENT except as expressly stated in these TERMS.
- 18.10 Neither YOU nor WE shall have any remedy in respect of any untrue statement made by the other whether orally or in writing, prior to the date of any AGREEMENT (unless such untrue statement was made fraudulently) and the other PARTY's only remedy shall be for breach of contract as provided in these TERMS.

19. RELATIONSHIP BETWEEN THE PARTIES

- 19.1 The PARTIES acknowledge and agree that WE and YOU 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.

20. GOVERNING LAW

- 20.1 The AGREEMENT and any dispute or claim arising out of or in connection with it or its subject matter of formation (including non-contractual disputes or claims) will be governed by English law. Any dispute or claim arising out of or in connection with the AGREEMENT or its formation (including non-contractual disputes or claims) shall be subject to the non-exclusive jurisdiction of the English courts.

SCHEDULE 1

REQUIREMENTS FOR PROVISION OF A SERVICE INVOLVING THE SUBMISSION OF A BIOLOGICAL SAMPLE

1. PACKAGING AND TRANSPORT REQUIREMENTS

- 1.1 Any BIOLOGICAL SAMPLE that YOU send to US must be packaged in a way that keeps the BIOLOGICAL SAMPLE safe from damage during transport and which keeps safe the couriers, postal workers, general public and anyone else who may come into contact with the BIOLOGICAL SAMPLE during the transport process. All relevant laws and regulations pertaining to the safe packaging of a BIOLOGICAL SAMPLE for transport must be observed by YOU when preparing a BIOLOGICAL SAMPLE for transport to US. WE can provide YOU with detailed guidance on packaging a BIOLOGICAL SAMPLE for transport if YOU contact US prior to making any ORDER.
- 1.2 If any of the MATERIALS YOU submit is required to be returned to YOU or sent onwards to a third party at YOUR request or as a result of any legal or contractual obligation then YOU agree to be charged by US all reasonable costs incurred in the packaging and sending of said MATERIALS by a postal or courier method that is adequate and lawful for the MATERIALS being sent.

2. SUBMITTING WET SAMPLES

- 2.1 A 'wet sample' is a BIOLOGICAL SAMPLE that has not yet been processed to wax for histology. Unless otherwise arranged between the PARTIES, where YOU are submitting a wet sample, the following is required by US:
- 2.2 For most histopathology tests (but **not** frozen sections or immunofluorescence studies or certain other specialist studies – see below) YOU are required to submit the BIOLOGICAL SAMPLE immersed in 10% neutral buffered formalin and sealed in a water-tight container. WE can supply YOU with appropriate containers pre-filled with an appropriate amount of neutral buffered formalin in advance of YOU taking the BIOLOGICAL SAMPLE as per the QUOTATION or the STANDARD PRICE LIST. For specialist studies such as frozen section histology and immunofluorescence YOU are required to submit the BIOLOGICAL SAMPLE without formalin and without the BIOLOGICAL SAMPLE having been in prior contact with formalin but in these cases YOU are required to make prior arrangements with US well in advance of taking the BIOLOGICAL SAMPLE to ensure YOU have the appropriate instructions. It is YOUR responsibility to make sure that YOU label each BIOLOGICAL SAMPLE container with the correct identity details of the BIOLOGICAL SUBJECT. YOU are also required to label the container with the date that the BIOLOGICAL SAMPLE was taken on or prepared on.

3. SUBMITTING PRE-PROCESSED SAMPLES (SLIDES AND BLOCKS)

- 3.1 Unless otherwise arranged between the PARTIES, where YOU are submitting a BIOLOGICAL SAMPLE that has been processed for histology (e.g. into wax blocks or sections on slides) the following is required by US:
- 3.2 YOU may include at least one appropriately stained histology section from each wax block submitted. Each section must be of diagnostic quality and mounted on a standard 25 mm x 75 mm x 1 mm glass slide with a coverslip and mounting medium. The type of staining considered appropriate will depend on the nature of the SERVICE and must be agreed between the PARTIES prior to sending MATERIALS to US.
- 3.3 YOU may submit wax blocks from which WE will cut sections and stain them as appropriate at the cost specified in the QUOTATION or the STANDARD PRICE LIST.
- 3.3 YOU are required to send US any and all accompanying documentation that contains information about the BIOLOGICAL SAMPLE that is relevant to the safe and competent delivery of the SERVICE. Such information includes the nature and site of the BIOLOGICAL SAMPLE, the date it was taken or prepared and a macroscopic description including a block index where there more than one block is submitted. If the BIOLOGICAL SAMPLE has been reported previously WE also require that YOU send US a copy of any pre-existing pathology report on the BIOLOGICAL SAMPLE.

4. FOR ANY TYPE OF SAMPLE, WET OR PRE-PROCESSED

- 4.1 YOU are required to send US accompanying documentation that contains relevant information about the BIOLOGICAL SAMPLE including its nature, its anatomical site and the date on which it was prepared or taken. If more than one BIOLOGICAL SAMPLE container is submitted for the same BIOLOGICAL SUBJECT YOU are also required to specify how many containers are being submitted.
- 4.2 YOU are required to send US accompanying documentation that contains contact information specifying whom to contact in case of a query about the BIOLOGICAL SAMPLE or the BIOLOGICAL SUBJECT and whom to contact for sending OUR invoice to and whom to contact for receiving the REPORT.
- 4.3 If the ORDER is urgent YOU must specify this fact in the accompanying documentation together with an indication of the reason for the urgency and when the REPORT is required by.
- 4.4 If there is a specific infection risk (such as HIV, TB or viral hepatitis) YOU are required to note this risk on the accompanying documentation and BIOLOGICAL SAMPLE container.
- 4.5 All BIOLOGICAL SAMPLE containers and accompanying documentation sent to US by YOU must be unequivocally labelled with the identity of the BIOLOGICAL SUBJECT. An anonymised identity reference number is acceptable if it is unambiguous and this will usually mean that YOU must also label each anonymised BIOLOGICAL SAMPLE container with YOUR identity (that is to say, with the identity of YOUR laboratory or clinic or institution).
- 4.6 It is a requirement that YOU ensure that the identity label of the BIOLOGICAL SUBJECT be unambiguously matching on all BIOLOGICAL SAMPLE containers and documentation pertaining to that BIOLOGICAL SUBJECT. WE will conduct a preliminary check on all MATERIALS submitted to us. If WE detect any discrepancy of BIOLOGICAL SUBJECT identity between the various MATERIALS submitted, WE may return all MATERIALS to YOU (at YOUR expense) without further analysis and WE reserve the right to charge for OUR time and effort in conducting the preliminary check on the MATERIALS to the point of detecting this identity discrepancy at the price stated in the STANDARD PRICE LIST.

5. ACCESSIBILITY OF DATA AND OTHER MATERIALS

- 5.1 If particular software or hardware which WE do not currently have lawful access to is required for the reading and use of any aspect of the MATERIALS by US in the provision of the SERVICE YOU agree to make available to US said software or hardware or both free of charge in a lawful manner respecting all licenses and with access granted in such a way as to not restrict OUR abilities to provide the SERVICE in a timely manner.
- 5.2 If a password, pass phrase, pass code or similar access restriction applies to any of the MATERIALS then YOU agree to provide US free of charge with the means to lawfully access the MATERIALS in such a way as to allow US to provide the SERVICE in a timely manner.

6. STORAGE AND DISPOSAL

- 6.1 If any MATERIALS YOU send to US or products derived from those MATERIALS made as a result of US providing the SERVICE (hereafter described as 'MATERIALS and products') require storage that incur a cost to US then YOU agree to reimburse US all storage costs plus an administration fee of 10% of the costs.
- 6.2 YOU may request US to return all MATERIALS and products. In making such a request YOU agree to pay OUR reasonable costs and expenses as described in section 1.2 above. This payment will be in addition to any storage costs and administration fees described in section 6.1 above that may have accrued up until the time WE receive a request from YOU for return of the MATERIALS and products.
- 6.3 WE may be required by law or professional standards to dispose of any MATERIALS and products after a certain time limit. By submitting MATERIALS to US YOU agree to this disposal without making any charge to US and YOU also agree to pay US all reasonable costs that WE may incur in procuring the lawful disposal of said MATERIALS and products.
- 6.4 In some circumstances, for example if WE do not have the correct legal licenses to store or dispose of certain MATERIALS and products, WE may enlist the services of a third party contractor to perform the actual storage or disposal of certain MATERIALS and products. By submitting MATERIALS to US YOU agree to the use of third party contractors chosen by US to perform these disposal and storage functions without making any charge to US and YOU also agree to pay US all reasonable costs that WE may incur in procuring the lawful disposal of said MATERIALS and products.

SCHEDULE 2**REQUIREMENTS FOR PROVISION OF A SERVICE INVOLVING THE SUBMISSION OF MATERIALS THAT DO NOT INCLUDE A BIOLOGICAL SAMPLE****1. PACKAGING AND TRANSPORT REQUIREMENTS**

- 1.1 Any MATERIALS that YOU send to US must be packaged in a way that keeps the contents safe from damage during transport and which keeps safe the couriers, postal workers, general public and anyone else who may come into contact with the MATERIALS during the transport process. All relevant laws and regulations pertaining to the safe packaging of any hazardous substance included in or with the MATERIALS for transport must be observed by YOU when preparing the MATERIALS for transport to US.
- 1.2 If any of the MATERIALS YOU submit is required to be returned to YOU or sent onwards to a third party at YOUR request or as a result of any legal or contractual obligation then YOU agree to be charged by US all reasonable costs incurred in the packaging and sending of said MATERIALS by a postal or courier method that is adequate and lawful for the MATERIALS being sent.

2. ACCOMPANYING INFORMATION

- 2.1 All MATERIALS must be unambiguously labelled as to their nature and their relevance to the ORDER and SERVICE.
- 2.2 YOU are required to include with the MATERIALS any and all accompanying documentation that contains information about the MATERIALS that is relevant to the safe and competent delivery of the SERVICE.
- 2.3 YOU are required to include with the MATERIALS any safety data, safe handling instructions, disposal instructions, compatibility information relating to computer-readable data storage media included in the MATERIALS and other instructions as may be required by US for the safe, lawful and adequate use of the MATERIALS by US.

3. ACCESSIBILITY OF DATA AND OTHER MATERIALS

- 3.1 If particular software or hardware which WE do not currently have lawful access to is required for the reading and use of any aspect of the MATERIALS by US in the provision of the SERVICE YOU agree to make available to US said software or hardware or both free of charge in a lawful manner respecting all licenses and with access granted in such a way as to not restrict OUR abilities to provide the SERVICE in a timely manner.
- 3.2 If a password, pass phrase, pass code or similar access restriction applies to any of the MATERIALS then YOU agree to provide US free of charge with the means to lawfully access the MATERIALS in such a way as to allow US to provide the SERVICE in a timely manner.

4. STORAGE AND DISPOSAL

- 4.1 If any MATERIALS YOU send to US or products derived from those MATERIALS made as a result of US providing the SERVICE (hereafter described as 'MATERIALS and products') require storage that incur a cost to US then YOU agree to reimburse US all storage costs plus an administration fee of 10% of the costs.
- 4.2 YOU may request US to return all MATERIALS and products. In making such a request YOU agree to pay OUR reasonable costs and expenses as described in section 1.2 above. This payment will be in addition to any storage costs and administration fees described in section 4.1 above that may have accrued up until the time WE receive a request from YOU for return of the MATERIALS and products.
- 4.3 WE may be required by law or professional standards to dispose of any MATERIALS and products after a certain time limit. By submitting MATERIALS to US YOU agree to this disposal without making any charge to US and YOU also agree to pay US all reasonable costs that WE may incur in procuring the lawful disposal of said MATERIALS and products.
- 4.4 In some circumstances, for example if WE do not have the correct legal licenses to store or dispose of certain MATERIALS and products, WE may enlist the services of a third party contractor to perform the actual storage or disposal of certain MATERIALS and products. By submitting MATERIALS to US YOU agree to the use of third party contractors chosen by US to perform these disposal and storage functions without making any charge to US and YOU also agree to pay US all reasonable costs that WE may incur in procuring the lawful disposal of said MATERIALS and products.