

TadPath Diagnostic 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 If you do not accept these terms and conditions, in whole or in part, you will not be eligible to order any services from TadPath and you must not order any services from TadPath.
- 1.4 The provisions of these terms and conditions do not affect your statutory rights as a consumer.
- 1.5 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 it not limited to) any one or more of the following: diagnostic services, laboratory services, academic services, research services, advisory 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 labeling on it, a diagnostic report, a research document, an image (digital or analogue), an academic document, 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.

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, required by US in order for the SERVICE to be performed in accordance with the warranties herein.

REPORT shall mean the diagnostic report following review by a histopathologist if applicable to the requested SERVICE

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 by request from US: by email at client_care@tadpath.co.uk; or by post to TadPath, 22 Wood End Road, Harrow, HA1 3PP

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

3. INFORMATION ABOUT US

3.1 TadPath Diagnostic Histopathology Services are operated by TadPath, an insured sole proprietor company based in England. OUR admin office is at 22 Wood End Road, 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 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 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 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 YOU acknowledge and accept OUR REQUIREMENTS which are fully detailed within Schedule 1 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 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.
- 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 as determined by YOU up to a daily collection on the basis of a minimum of 20 cases or more being available for diagnosis.
- 8.2 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. 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 and 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). YOU shall provide US with all relevant contact details prior to the commencement of the Services. 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 in the address YOU supply to US is compatible with receiving end-to-end encrypted emails and has this capability enabled.
- 8.5 Unless expressly agreed between the PARTIES otherwise, any wet tissue supplied as MATERIALS by YOU to US will be destroyed by US after a set period of time (usually, but not always, four weeks) after the completion of a final REPORT by US. Original request forms supplied as MATERIALS by YOU to US will usually be scanned and then destroyed by US. Any glass slides or wax blocks created from MATERIALS supplied by YOU to US will usually be filed in OUR archive for periods stipulated by the Royal College of Pathologist. Any pre-stained glass slides and wax blocks supplied as MATERIALS by YOU to US will be returned to YOU by US to YOUR designated address by courier or post within reasonable timescales following completion of the SERVICE.

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 Notwithstanding clause 9.1 herein, by placing an ORDER with US YOU acknowledge and agree that any diagnostic SERVICE WE provide may result in a preliminary and/or differential diagnosis requiring additional work to produce a definitive diagnosis and that in such cases WE will provide to YOU a QUOTATION for said additional work. YOU also acknowledge and agree that if YOU agree to US performing said additional work WE shall be entitled to charge YOU for any such additional work in accordance with the QUOTATION mentioned in this clause 9.2 in addition to the fees that are the subject of clause 9.1 herein.
- 9.3 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.
- 9.4 YOU shall pay the fees for the SERVICE within 30 days of receipt of an invoice from US.
- 9.5 Any VAT applicable to any of OUR fees will be made clear on the invoice WE send to YOU.
- 9.6 No payment will be deemed to have been received until WE have received the payment in full in cleared funds.
- 9.7 YOU will indemnify US against all expenses and legal costs incurred by US in recovering overdue amounts.
- 9.8 All payments payable to US under the AGREEMENT will become due immediately on termination of this AGREEMENT despite any other provision of these TERMS.
- 9.9 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.
- 9.10 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, YOU 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, patient MATERIALS and information) 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 patient identifiable information in accordance with the provisions of this AGREEMENT solely for the purposes of the SERVICE;
 - 13.2.2 process the patient identifiable information in accordance with the provisions of the Data Protection Act 2018 (the "DPA") and only process the patient identifiable information for the purposes set out in this AGREEMENT; and
 - 13.2.3 subject to YOU supplying patient identifiable information which is compliant in all respects with the DPA, ensure that all patient identifiable 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 the price 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 (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 SERVICES

1. COMPLYING WITH PACKAGING REGULATIONS AND SAFEGUARDING SAMPLES

- 1.1 All samples that YOU send to US must be packaged in a way that keeps the samples safe during transport and which keeps safe the couriers, postal workers, general public and anyone else who may come into contact with the samples during the transport process. All relevant laws and regulation pertaining to the safe packaging of pathological specimens for transport must be observed by YOU when preparing samples for transport to US. WE can provide YOU with detailed guidance on packaging samples for transport if YOU contact US prior to making any ORDER with us.

2. SUBMITTING WET SAMPLES

- 2.1 A 'wet sample' is a generic term for tissue that has not yet been processed to wax for histology (processing tissue to wax for histology removes the tissue's natural water content and replaces it with wax). This is the usual type of tissue sample for histology that results from a biopsy or surgical procedure. Unless otherwise arranged between the PARTIES, where YOU are submitting a wet sample for histology processing and reporting, 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 tissue 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 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 sample without formalin but in these cases YOU are required to make prior arrangements with US well in advance of taking the sample from the patient to ensure YOU have the appropriate instructions. In any case it is good clinical practice to ensure that YOU label the specimen pot with the patient's identity as soon as YOU put YOUR patient's sample in it and secure the lid while in the presence of the patient. This will help to avoid potential identity mix-ups that may occur if YOU pre-label specimen pots prior to procedures or attempt to label specimens after procedures are complete. It is YOUR responsibility to make sure that YOU label each specimen pot with the correct patient's identity details. YOU are also required to put the date of sample collection on the specimen pot and it is good practice to put the identity of YOUR clinic or organisation on the pot at well.
- 2.3 YOU are required to send US accompanying documentation that contains relevant clinical information about the case including the nature and anatomical site of the tissue sample and the date the sample was taken. If more than one specimen pot is submitted for the same patient YOU are also required to provide information on the accompanying documentation as to how many specimen pots are being submitted.
- 2.4 YOU are required to send US accompanying documentation that contains contact information specifying who to contact in case of a clinical query about the patient and who to contact for sending OUR invoice to and who to contact for receiving the REPORT.
- 2.5 If the case is urgent YOU must specify this fact in the accompanying documentation together with an indication of the reason for the urgency and when the result is required by.
- 2.6 If there is a specific infection risk (such as HIV, TB or hepatitis virus) YOU are required to note this risk on the accompanying documentation. This requirement holds regardless of whether the specimen is submitted in formalin or not.
- 2.7 All specimen pots and accompanying documentation sent to US by YOU must be unequivocally labeled with the patient's identity (an anonymised identity reference number is acceptable such as a genitourinary medicine identity reference). In any event the biological gender (at birth) of the patient and their age will be required.
- 2.8 It is a requirement that the identity label of the patient be unambiguously matching on all specimen pots and documentation submitted by YOU. WE will conduct a preliminary check on all MATERIALS submitted to us. If WE detect any discrepancy of patient identity within a submitted case WE may return the case 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 of the case to the point of detecting this identity discrepancy at the price stated in the STANDARD PRICE LIST.

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

- 3.1 Unless otherwise arranged between the PARTIES, where YOU are submitting pre-processed patient samples for primary reporting or second opinion or review reporting, the following is required by US:
- 3.2 At least one appropriately stained histology section of diagnostic quality mounted on a glass slide of every block in the case. Appropriate staining will include a haematoxylin and eosin (H&E) stained section for each block and may include other stains as per the details of the case and nature of diagnostic question or questions that require resolution. If stained slides are not available, YOU may submit wax embedded blocks and WE will cut and stain slides as appropriate at the cost specified in the QUOTATION or the STANDARD PRICE LIST. YOU may choose to send one or more wax blocks even if pre-stained slides

are available to YOU but YOU must inform US if YOU have pre-stained slides that YOU do not want to send to US or cannot send to US. WE may request that YOU submit wax blocks to US in certain cases where pre-stained slides are the only MATERIALS sent to US for a given block. WE require that YOU comply with such requests wherever YOU are able and inform US if this is not possible.

- 3.3 YOU are required to send US accompanying documentation that contains relevant clinical information about the case including the nature and site of the tissue sample, date the sample was taken and a macroscopic description including a block index where there are more than one block in the case. If the case has been reported previously WE also require that YOU send US a copy of any pre-existing pathology report on the submitted case.
- 3.4 YOU are required to send US accompanying documentation that contains contact information specifying who to contact in case of a clinical query about the patient and who to contact for sending OUR invoice to and who to contact for receiving the REPORT.
- 3.5 If the case is urgent this must be specified in the accompanying documentation together with an indication of the reason for the urgency and when the result is required by.
- 3.6 All blocks, slides and accompanying documentation sent to US by YOU must be unequivocally labeled with the patient's identity (an anonymised identity reference number is acceptable such as a genitourinary medicine identity reference). In any event the biological gender (at birth) of the patient and their age will be required.
- 3.7 It is a requirement that the identity label of the patient be unambiguously matching on all slides, blocks and documentation submitted by YOU. WE will conduct a preliminary check on all MATERIALS submitted to us. If WE detect any discrepancy of patient identity within a submitted case WE may return the case 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 of the case to the point of detecting this identity discrepancy at the price stated in the STANDARD PRICE LIST.