

DATED 1st April 2026

Terms and conditions for the supply of services

1 Definitions

In these Conditions:

Seller shall be Loughborough Surface Analysis Ltd, Pegasus House, Prince William Road, Loughborough, Leicestershire, LE11 5GU, UK (Registered Company Number 03386022) and shall include its successors or assigns in business; and

Buyer shall be the person, firm or company who/that purchases or procures Services from the Seller;

Party shall mean Seller or Buyer, as appropriate;

Parties shall mean Seller and Buyer collectively;

Contract means the contract whether agreed or implied between the Seller and the Buyer for the supply of Services which will be irrevocably in accordance with these Conditions;

Quotation(s) means the quotation(s) document(s) or communication(s) whether written or verbal setting out details of the Services to be performed and the charges by the Seller for such Services;

Conditions means these terms and conditions as amended from time to time without notice;

Services shall mean the goods and/or services agreed whether in writing or verbally whether stated or implied to be supplied by Seller in accordance with these Conditions as described in the Quotation. For the avoidance of any doubt, the Seller delivers a measurement and/or analysis service and does not deliver consultancy and/or advice. Seller reserves the right to subcontract Services to other laboratories. If subcontracting is necessary, then samples will be sent only to laboratories meeting Seller's qualification requirements;

Commencement Date shall mean the date as set out in the Quotation or the date of issue of the Order or the date of receipt of samples from

the Buyer or as otherwise agreed to by the Seller and Buyer in writing whichever is the earlier;

Order means the Buyer's order for Services whether written verbal or implied;

Additional Services means any follow up or supplementary work beyond the scope of the original Contract or Quotation. Details are set out in clause 4 of these Conditions.

Fee means the fees payable for the Services as set out in the Quotation;

Force Majeure means, in relation to either Party, any circumstances beyond the reasonable control of that Party including, but not limited to, breakdown, loss of utility, flood, fire, theft, cyber issue, supplier issue, illness, pandemic, epidemic, any strike, lock-out or any form of industrial action, war, insurrection, embargoes, or shortage of transportation facilities;

Resulting Information means the output from the Services which may be expressed, presented or delivered in a number of forms, including but not limited to: analysis results; reports; papers; correspondence; drawings; specifications; photographs; images; presentations; models; computer software; and/or oral communication. For the avoidance of any doubt, Resulting Information does not include methodologies, whether pre-existing or developed as part of the Services, including but not limited to: sample preparation, sample analysis; data analysis; and/or data presentation;

Background Intellectual Property Rights includes but is not limited to all trademarks, patents, utility models, petty patents, design patents, registered design rights, mask works, design rights, designs, specifications, samples, know-how and copyright held by or belonging to either Party, as appropriate, prior to the Commencement Date. All such Background Intellectual Property Rights shall remain at all times the property of the original Party and nothing contained herein shall be construed as the grant of a license or transfer of such Background intellectual Property Rights from one Party to the other Party, whether express or implied;

Normal Working Hours shall be from 09:00 to 17:00 Monday to Friday, excluding bank holidays unless agreed in writing between the Parties;

2 Interpretation

- 2.1 All references to a statutory provision shall be construed as including references to any statutory provision, modification, consolidation or

re-enactment (whether before or after today's date) for the time being in force.

- 2.2 Except where the context otherwise requires, words denoting the singular include the plural and vice versa; words denoting any gender include all genders; words denoting persons include firms and corporations and vice versa.
- 2.3 Clause headings are for ease of reference only and do not affect the construction of these Conditions.
- 2.4 In the event of any conflict of terms and conditions between the Contract and the Quotation the order of precedence shall be:
 - 2.4.1 Quotation; and
 - 2.4.2 Conditions; Note that the Quotation and Conditions together constitute the Contract.

3 Performance of the Services

- 3.1 The Seller will endeavour to use best scientific practice in their way of working and provide Resulting Information that is accurate within the limitations of the: techniques used; instrumentation available at the Seller; reference samples available at the Seller; and state of the samples supplied for the purposes of the Services. Any conclusions, recommendations and/or Resulting Information will be supplied on the basis of the data generated by the Seller and the skill and experience of the Seller's personnel. The Seller will endeavour to present the Resulting Information to the Buyer in a concise and precise manner and explain any limitations in the Resulting Information and/or Services. Any and all conclusions, recommendations and/or Resulting Information thus presented will be opinions given in good faith and no liability whatsoever will be accepted by the Seller for any consequences of the Buyer acting on such conclusions, recommendations and/or Resulting Information. It is the responsibility of the Buyer to consider the measurement uncertainties and/or limitations when determining the suitability of the Services and the Resulting Information.
- 3.2 Unless explicitly specified in the Resulting Information, the Resulting Information is not necessarily indicative or representative of the properties of the lot, batch or similar from which the sample or samples were taken or of apparently identical or similar products, samples, materials or similar.
- 3.3 The reverse engineering of another party's samples or products is provided for information purposes only. The Seller strongly recommends that the Buyer reviews all relevant laws, trademarks, copyrights, patents

and other intellectual-property protections prior to the use or distribution of such information. The Buyer shall defend, indemnify and save harmless the Seller, its affiliates, and their respective employees, officers, directors, shareholders, agents, representatives, successors and assigns, from and against any and all third party claims, liabilities, costs, damages, suits, actions, debts, charges and expenses (including reasonable legal fees, court costs and any amounts paid in settlement) that the Seller shall or at any time may sustain, arising out of or in connection with the use or distribution in any way by the Buyer of the Resulting Information arising out of such reverse engineering.

- 3.4 The Seller shall make available sufficient personnel to provide the Services at the times agreed between the Seller and the Buyer for the performance of the Services, or if no such times are agreed, at such times as will enable the Seller to perform the Services in accordance with the Contract.
- 3.5 Unless otherwise agreed, the Services shall be performed during Normal Working Hours and any Services performed outside Normal Working Hours by the Seller at the request of the Buyer shall be deemed to be Additional Services.
- 3.6 The Seller shall incur no liability to the Buyer whatsoever by reason of any delay in the performance of the Services if the delay is due wholly or partly to:
 - 3.6.1 any act or omission of the Buyer, including but not limited to failure to supply in a timely fashion samples, references, drawings, schematics or other information or items necessary for the Seller to perform the Services or failure to approve any documents, reports, specifications or the Resulting Information for which approval is required by the Buyer within any periods agreed in writing between the Seller and the Buyer or if there is no such period within a reasonable time; or
 - 3.6.2 an event of Force Majeure.
- 3.7 In the event of any such delay as aforesaid, the Seller shall have the right to an extension of time to perform the Services by such reasonable period having regard to the nature of such delay.

4 Additional Services

- 4.1 The Buyer shall have the right at any time to request that Additional Services be carried out as part of the Contract. The Buyer shall give notice to the Seller of such Additional Services and the Seller shall within a reasonable time following the service of such notice provide the Buyer with a quotation for the provision of the Additional Services or shall in its

discretion decline to provide such a Quotation. The Seller may request of the Buyer, as part of the preparation of such Quotation, and the Buyer shall promptly furnish, such information as the Seller may reasonably require.

- 4.2 No Additional Services shall be agreed or implemented unless the Seller and the Buyer have signified their agreement thereto in writing. On agreement the Additional Services shall be subject to the terms of the Contract to which the Services relate, unless specifically otherwise agreed. For the purposes of this clause, writing shall include email correspondence.

5 Quotations and acceptance

- 5.1 Quotations submitted by the Seller shall be valid for the period therein stated, or where no period is stated then for a period of thirty days from date of issue.
- 5.2 Each Order is subject to these Conditions, which may not be modified or varied without prior written agreement by the Seller, and which shall replace any other conditions, which may be submitted at any time by the Buyer.
- 5.3 Unless expressly incorporated into the Contract by express written agreement, descriptions and illustrations contained in any catalogues, price lists, web sites and other publicity or advertising material issued by the Seller are not intended to form part of the Contract.
- 5.4 The Seller reserves the right to accept or reject any Order received from the Buyer.
- 5.5 The Seller reserves the right to make deliveries of the Services in instalments and invoice in instalments if the contract runs for longer than one month or is of sufficiently high financial value or the contract lends itself to such practices, as decided by the Seller.

6 Responsibilities of the Buyer

- 6.1 The Buyer shall supply to the Seller such information, reference samples and other material relevant to the provision of the Services as the Seller may require to provide the Services. Furthermore, the Buyer shall:
- 6.1.1 Respond promptly to requests made by the Seller for information and access to documents and records of the Buyer necessary to enable the Seller to perform the Services.

7 Fee

- 7.1 Subject to Clause 7.2 the fee for the Services includes delivery, unless stated otherwise, but shall be exclusive of VAT. While the

Seller will endeavour to maintain any price quoted for the Services, the Seller reserves the right to vary that price to take account of any variations in costs other than those within his control, including, but not by way of limitation, any tax, fee or charge imposed by any government or other authority or any change in the rate of import duty payable on the Services or materials, taking effect between quotation and delivery.

- 7.2 The Seller reserves the right to renegotiate in good faith the Fee for the Services where the Quotation has been given in a non-UK currency and where the rate of exchange varies between the time of quotation and the date of delivery.
- 7.3 Fees quoted and/or agreed with the Buyer are based on the intended quantities of Services to be provided. Where the Buyer needs to vary the quantity of Services, a new Quotation for the varied work must be obtained from the Seller.
- 7.4 The Seller reserves the right to charge a minimum-order Fee.
- 7.5 Claims in respect of any error in pricing must be made in writing to the Seller within fifteen days of receipt of the invoice.
- 7.6 Fees for any Additional Services shall be charged at the rate(s) specified at the time the Additional Services are agreed between the Seller and the Buyer.

8 Materials for Analysis/Examination/Processing

- 8.1 All material sent to the Seller for analysis, examination or processing shall be sent at the Buyer's expense and no charges shall be levied on the Seller in respect of such expenses. Costs of any further shipment of material, including the return to the Buyer of material already shipped to the Seller, shall also be the responsibility of the Buyer. The Buyer shall bear any and all risk of loss or damage of the material whilst in transit. Materials must be adequately packaged. Prior to shipping, Buyer must confirm with Seller the appropriate wording for any required customs declaration.
- 8.2 Where appropriate, materials sent to the Seller shall be accompanied by a Hazardous Material Data Sheet. The Seller reserves the right not to accept such materials without sufficient documentation.
- 8.3 All material sent to the Seller for examination shall remain the property of the Buyer. A maximum storage period of six years will apply. Any costs for the disposal of such materials will then be the responsibility of the Buyer including any special requirements for packing, shipment and disposal.

9 Property and Risk

- 9.1 The risk in any deliverables generated by the Services shall pass to the Buyer immediately on delivery to the Buyer or, if the Buyer fails to take delivery, at the time the Seller has tendered delivery, which may be by electronic means.
- 9.2 The property in the deliverables generated by the Services shall remain with the Seller until payment is received in full for all the Services provided by the Seller in accordance with the terms of the Contract.

10 Intellectual Property Rights

- 10.1 The Seller agrees that upon and only upon full settlement of the Contract title to any Resulting Information shall pass to the Buyer providing that at all times the Buyer does not misrepresent or misconstrue the Resulting Information.
- 10.2 For the avoidance of any doubt, the Seller shall have exclusive title to any analysis methodologies, quantification methodologies, data-presentation methodologies or sample-preparation methodologies arising out of the Contract.
- 10.3 It is hereby acknowledged and agreed by both Parties that all Background Intellectual Property Rights shall remain at all times the property of the original Party.

11 Delivery

- 11.1 Any delivery date stated in the Buyer's Order shall be the Seller's best estimate given in good faith and is subject to the Buyer providing the Seller in due time with all the necessary samples and Information. Whilst the Seller will use all reasonable endeavours to deliver the Services by such date, the Seller cannot accept any liability whatsoever that may arise as a result of delayed despatches or failure to deliver by such date.
- 11.2 Services are normally delivered carriage paid in Great Britain and Ireland, but the Seller reserves the right to charge for deliveries other than to the Buyer's normal premises or when abnormal charges are incurred due to the Buyer's requirements.
- 11.3 Where delivery of the Services and payment thereof is made by instalments, any failure on the part of the Seller to deliver an instalment or comply with these conditions shall not entitle the Buyer to reject further instalments under the Contract.
- 11.4 Where electronic data are generated as part of the Contract, delivery by email or by electronic file transfer to the Buyer shall constitute delivery.
- 11.5 All Quotations for analysis work or investigations are designed to

carry out such work in the most cost-effective manner. If significant conclusions are obtained before the finish of the work detailed in the Contract, then the Buyer and Seller can both agree that the work is complete before the full Quotation Fee is reached. This should be confirmed in writing between the Buyer and the Seller. For avoidance of doubt, writing shall include emails and faxes.

- 11.6 Where the Quotation Fee is reached and the investigation work is not complete then the Buyer can authorise a further amount of work to be carried out by the Seller, in agreement with the Seller. The agreement for the further work should be in writing and accepted by both Parties. For the avoidance of doubt, writing shall include emails and faxes.
- 11.7 Claims in respect of any error in the quality of Services or deliverables generated by the Services must be made in writing to the Seller within five days of receipt. If a claim has not been received within five days after receipt, then such Services are deemed to have been irrevocably accepted by the Buyer.
- 11.8 Delivery of more or less than the quantity of Services contracted shall not entitle the Buyer to reject the whole or part of the Services delivered.

12 Cancellation or Variation of Order

- 12.1 Except as set out in these Conditions, no variation of the Contract shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).

13 Terms of payment

- 13.1 For new customers, the Seller reserves the right to issue a proforma invoice in respect of the Services to be provided, such proforma invoice needing to be paid prior to the commencement of said Services.
- 13.2 For existing customers, the Services will normally be provided upon receipt of an Order or equivalent from the Buyer. However, when the Seller deems appropriate owing to issues such as, but not exclusively, timeliness of payment of invoices, the Seller reserves the right to issue a proforma invoice in respect of the Services to be provided, such proforma invoice needing to be paid prior to the commencement of said Services.
- 13.3 Where Services are provided over a period of time, such as encompassing more than one calendar month, or the nature of the Services lend themselves to being treated in discrete sections the Seller reserves the right to issue a progress invoice or invoices for the Services carried out on a basis to be decided by the Seller until all the Services have been provided.

- 13.4 All Fees payable in respect of the Services must be paid by the Buyer on a date that will ensure that payment is received by the Seller not later than thirty days following the date of invoice, and time of payment shall be of the essence.
- 13.5 The Seller reserves the right to suspend any deliveries of the Services to the Buyer whether pursuant to this Contract or any other Contract and cancel any orders received from the Buyer conditional on:
- 13.5.1 Where any payment due by the Buyer is not received by the Seller in due time; or
- 13.5.2 If any other obligations due to be performed by the Buyer remains unfulfilled, or the Buyer is otherwise in breach of any of the terms of this Contract.
- 13.6 In the event of the Buyer being in breach of any of the terms of this Contract or if any of the events specified in clause 13.5 shall occur, the Seller reserves the right to demand payment forthwith in respect of the Services delivered, but for which payment has not been made.
- 13.7 The Seller reserves the right at the Seller's discretion to charge interest on accounts due but unpaid from the due date to the actual date of payment at the rate stipulated in the Late Payment of Commercial Debts (Interest) Act as stipulated from time to time from day to day and compounded every six months.

14 Termination

- 14.1 The Seller may by notice in writing to the Buyer forthwith terminate the Contract upon the happening of any of the following events:
- 14.1.1 If the Buyer shall commit a material breach of any of the terms of the Contract and shall fail to remedy such a breach (if capable of remedy) within thirty days of being notified in writing thereof by the Seller, specifying the nature of the breach and stating the intention of the Seller to terminate;
- 14.1.2 If any payment payable by the Buyer under the Contract shall be in arrears whether the same shall have been formally demanded or not;
- 14.1.3 If an order shall be made or an effective resolution passed for the appointment of a receiver of any of the assets of the Buyer or for winding-up of the Buyer or if the Buyer becomes insolvent, makes or attempts to make any composition with the Buyer's creditors, or commit an act of bankruptcy.

15 Warranty

All work is carried out to the best available standards. However, in the

event of any dispute into the accuracy of the Resulting Information supplied to the Buyer, the Seller will repeat an investigation if there are sufficient contradictory evidence and sufficient material/sample(s) remaining. The Buyer should supply this evidence within a period of 2 months from date of invoice

16 Limitation of Liability

- 16.1 This clause defines the limits of Seller's liability to the Buyer in respect of this Contract whether in contract or tort including negligence and Buyer's sole remedies in respect of any act or default of Seller.
- 16.2 Seller will accept liability for death or personal injury resulting from its negligence and for any breach by it of Section 12 of the Sale of Goods Act 1979.
- 16.3 Seller will accept liability for direct physical damage to the tangible property of Buyer that is in the possession of the Seller to the extent it is caused by the negligence of Seller subject to the exclusions set out in clause 16.6 and up to a maximum limit of £10,000 in the aggregate.
- 16.4 Except as provided within this clause, Seller's total liability in respect of any default on the Contract including improper or inadequate performance of the Services by the Seller shall not exceed 125% of the Fee for the Contract in respect of which the Seller is in default. In the event that the Services are improperly or inadequately performed by the Seller, the Buyer's sole remedy, and the Seller's sole obligation, with respect to such deficient Services shall be for the Buyer to either: (i) require the Seller to re-perform such deficient Services at no additional charge to the Buyer; (ii) request a waiver of the Fee for the deficient parts of the Services; or (iii) request a refund of all amounts paid to Seller for such deficient Services. The Seller will be afforded a reasonable opportunity to remedy any such default.
- 16.5 Except as provided within this clause, Seller shall not be liable for loss of profits, business, revenue, anticipated savings, special, indirect or consequential losses, even if foreseeable by or in the contemplation of Seller or any claim made against Buyer by any other person, organisation, business, corporation or government.
- 16.6 Except as provided within this clause, the Seller shall not be liable for any damage to the tangible property of the Buyer where such damage arises as consequence of providing the Services (including, but not limited to, sample preparation for analysis and analysis itself), accidental damage, accidental loss, storage or handling.
- 16.7 Except as expressly stated herein the Seller makes no warranties,

whether expressed or implied, relating to the performance, suitability, fitness for purpose or otherwise of the Services or the Resulting Information and hereby disclaims to the maximum extent permitted by law any assertion to the contrary.

- 16.8 The Buyer understands and agrees that the Seller, in entering into this Contract and by performing the Services, does not assume, abridge, abrogate or undertake to discharge any duty or responsibility of the Buyer to any other party or parties. No one other than the Buyer shall have any right to rely on any Resulting Information issued by the Seller. The Buyer agrees, in consideration of the Seller undertaking to perform the Services hereunder, to protect, defend, indemnify, hold harmless and exonerate the Seller from any and all claims or damages, including lost profits, expenses, including legal fees, either direct or consequential, for any and all injuries to persons, including the personnel of the Seller, or property arising out of or in consequence of the performance of the Services.

17 Force Majeure

The Seller reserves the right to suspend performance or delivery of the Services to the Buyer in whole or in part and the Seller shall not be liable for any failure on the part of the Seller to perform any of our obligations whatsoever in the event or by reason of an event of Force Majeure.

18 Confidentiality

- 18.1 Except with the previous written consent of the Seller, the Buyer shall not use (other than for the purposes of fulfilling the Contract) or disclose to any other person any information relating to the Services or to the Contract, where such information is indicated by the Seller either expressly or by implication as being confidential information.
- 18.2 As part of the Contract, it may be necessary for the Seller to receive confidential information from the Buyer. Furthermore, information confidential to the Buyer may arise out of the performance of the Contract. In these cases, a mutually-acceptable confidentiality agreement or similar can be signed between both Parties such confidentiality agreement to be supplied by the Buyer.
- 18.3 If confidential information is received by the Seller from the Buyer in order to carry out the Contract or arises out of the performance of the Contract which the Buyer subsequently requests to be destroyed and/or returned to the Buyer, then, notwithstanding any requirement in any mutually-signed confidentiality agreement or similar in force between the Parties at the appropriate time, the Seller reserves the right not to so destroy and/or return such information if there are any outstanding payments on the Contract.

19 Waiver

No admission, act or omission made by the Seller shall during the continuance of the Contract or thereafter constitute a waiver of or release the Buyer from any liability incurred under the Contract.

20 Notices

Any notice, request, instructions or other document to be given hereunder shall be delivered or sent by first class post or email to the address of the other Party set out in the Contract (or such other address as may have been notified in writing by either Party) and any such notice or other document shall be deemed to have been served (if delivered) at the time of delivery (if sent by post) upon the expiration of 48 hours after posting or if sent by email 48 hours after sending (unless any message indicating that the message may not have been received by the recipient is generated).

21 Invalidity and Severability

If any provision of the Conditions shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable the invalidity or unenforceability of such provision shall not affect the other provisions of the Conditions and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. The Parties hereby agree to attempt to substitute for any invalid or unenforceable provision a valid or enforceable provision which achieves to the greatest extent possible the economic legal and commercial objectives of the invalid or unenforceable provision.

22 Agency Partnership or Joint Venture

The Conditions shall not operate so as to create a partnership or joint venture of any kind between the Parties hereto.

23 Assignment

The Buyer shall not, without prior written consent of the Seller, assign any of the Buyer's rights or obligations hereunder to any other person firm or company.

24 Export Control

- 24.1 The Buyer undertakes to comply with and not to do anything that would render the Seller in contravention of any relevant export control legislation, order or regulation or similar for the time being in force in the United Kingdom, the United States of America or elsewhere and to accept liability without limit for any contravention of such export control legislation, order or regulation or similar on the part of the

Seller arising out of a breach of this clause.

- 24.2 For the purposes of clause 24.1, rendering the Seller in contravention of any relevant export control legislation, order or regulation or similar would include, but is not limited to, circumstances arising from the Buyer not explicitly informing the Seller that such control relates to the nature of the material supplied for the Services, the Services themselves or the results of the Services.

25 Non-solicitation

During the period of, and for two years after the termination of the Services, the Buyer will not, directly or indirectly, solicit the employment or services of any employee or contractor of the Seller with whom the Buyer has had contact through or who became known to the Buyer in connection with the provision of the Services, or encourage such employees or contractors to leave the Seller. The Buyer irrevocably agrees that the penalty to be paid to the Seller for transgression of this clause shall be ten times the current or final, as the Seller deems appropriate, annual salary of the employee or the annual cost of the subcontracted services, as appropriate.

26 Governing Law

- 26.1 Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.
- 26.2 In the event that the Seller prevails in any dispute or claim, including the collection of monies from the Buyer, the Buyer agrees that the Buyer will pay any and all expenses, including collection costs and legal fees, reasonably incurred in the prosecution or defence of such claim, dispute or collection.

27 Entire Agreement

The terms and conditions contained herein, together with the Seller's quotation and offer of the Services to the Buyer, and the Buyer's acceptance of such offer, whether explicit or implicit, including but not limited to the supply of samples or Order, shall constitute the entire agreement between the Seller and the Buyer. Any conflicting terms, whether written or oral, contained in any communication, Order or acceptance document submitted by the Buyer at any time, whether or not signed by or on behalf of the Seller, shall be null and void.

28 Addresses

Trading Address: Loughborough Surface Analysis Ltd, Pegasus House, Prince William Road, Loughborough, Leicestershire, LE11 5GU, UK

Registered Office: Loughborough Surface Analysis Ltd, 4 Bank Court,
Weldon Road, Loughborough, Leicestershire, LE11 5RF, UK.

29 **Communications**

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