

# Standard Terms & Conditions

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Tepnel Pharma Services Limited (hereinafter referred to as “Tepnel”) shall undertake to perform the services referred to herein for the client (hereinafter referred to as the “Client”) subject to and in accordance with the following terms and conditions:

## 1. Acceptance of Order.

No order shall constitute a contract between Tepnel and the Client until accepted by Tepnel on the terms of business stated below, which override any terms and conditions specified on the Client’s order.

## 2. Payment.

Unless otherwise agreed in writing, all invoices are payable 30 days from the end of the month of invoice date. Unless otherwise agreed in writing, all invoices will be raised, and will be payable, in pounds sterling. After due notice, Tepnel reserves the right to cease or suspend all work on a project for which payment remains in arrears, and Tepnel shall have the right to dispose of any saleable stock of other items employed in connection with the project and to set off the proceeds of such disposal against unpaid accounts.

## 3. Charges

The contract price excludes the cost of importation of samples or specimens and freight charges associated with their return shipment, unless otherwise stated. All costs associated with importation and shipment of samples to Tepnel will be the sole responsibility of the Client.

All prices quoted are exclusive of VAT which shall be charged, where appropriate, at the prevailing rate on all invoices issued.

In the event of undue delay caused by the Client in initiation of the project, Tepnel reserves the right to implement standing charges, until such time as the project is either initiated or terminated.

Any contract with an expected duration in excess of 12 months shall be subjected to the standard Tepnel inflation formula in respect of increases in wages and salaries, and other recoverable costs as measured by UK government indices.

The minimum order charge for acceptance of work at Tepnel is £500 and will be applied to all circumstances where the total value of the analysis requested on any single occasion totals less than £500, unless otherwise agreed as part of a master service agreement.

## 4. Protocols & Contracts

Tepnel reserves the right to charge the Client for professional advice provided by Tepnel in connection with the preparation of a study where Tepnel is not subsequently commissioned to carry out the project.

The Client shall not make any use of this contract, any attached protocol or technical agreement or any other related documents for negotiations or discussions with third parties other than Regulatory Authorities, licensees, associated companies or members of the Client’s consortium funding the project, without the prior written approval of Tepnel.

The Client shall not be entitled to assign or sub-let this contract in whole or in part without the written consent of Tepnel, which consent shall not be unreasonably withheld.

## 5. Changes to Projects and Protocols

It is recognised that during a project, variations from the agreed study may become necessary because of results observed or at the Client’s request. Any change in the contract price resulting therefrom, will be incorporated in the final account and notified in writing.

Major changes in the study required by the Client must be made in writing to Tepnel and will be the subject of a mutually agreed price which will be substituted for or charged in addition to the original contract price.

## 6. Materials

Unless stated otherwise the contract price is inclusive of all standard laboratory materials. However, the contract price is exclusive of materials such as reference standards, biological matrices, specialist analytical columns and specialist filtration or extraction units. Unless supplied by the Client, such materials will be charged back to the Client at cost plus a 10% handling fee.

## 7. Reports

Tepnel will provide a report or certificate of analysis on completion of the project, or an interim report, as agreed with the Client. Prior to issue of the report, the format will be agreed between Tepnel and the Client. Tepnel will provide one copy of the report unless agreed otherwise. Additional copies of reports and interim reports not specified in the study will be provided at the Client’s request and a standing charge of £500 + VAT will apply to any request for each additional report.

## 8. Storage of Original Data and Project Materials.

If required, Tepnel shall retain in its archive for an agreed period following the date of the report all original data arising out of the project, or for such shorter period as, in the opinion of Tepnel, the quality of the material affords evaluation. At the end of the agreed period, Tepnel shall contact the Client for written instructions on the transfer, retention or disposal of original data. Fees for the transfer or continued retention of the original data will be invoiced to the Client. Disposal will be undertaken free of charge.

If at the request of the Client any material is disposed of, returned to the Client or delivered onwards at the instruction of the Client, Tepnel shall be relieved by the Client of any further responsibility therefore, including any claims made against the Client by third parties. Fees for the disposal or transfer of any materials will be invoiced to the Client.

## 9. Health & Safety.

To allow Tepnel to comply with the Health and Safety at Work Act (1974), the Client shall provide Tepnel with all available information regarding known or potential hazards associated with the use of any substances supplied to Tepnel by the Client.

## 10. Quality Assurance

Where applicable, Tepnel shall conduct the work relating to this project in accordance with mutually agreed quality standards. This condition will not apply during the period of validity of any separate technical or quality agreement entered into by both parties, the terms of which shall take precedence over this condition.

## 11. Confidentiality

Tepnel shall keep confidential and shall not disclose to any third party at any time without the written consent of the Client any information received in confidence from the Client relating to the project or any information arising from the conduct of the project by Tepnel. This condition will not apply during the period of validity of any separate confidentiality agreement entered into by both parties, the terms of which shall take precedence over this condition.

## 12. Publication of results

Neither Tepnel nor the Client shall publish any report or data prepared for the Client by Tepnel without the prior written consent of the other party, which consent shall not be unreasonably withheld.

The name of Tepnel or the names of any of its staff shall not be used for any advertising, promotional or other public purposes without the prior written consent of Tepnel.

## 13. Patents & Inventions

All discoveries and patentable inventions, excepting methodological innovation arising during the project (which shall be the property of Tepnel), shall be the property of the Client.

## 14. Termination

Either the Client or Tepnel shall be entitled to terminate the contract at any time by giving not less than five business day's notice in writing to the other. If the Client terminates the contract (other than by reason of a default by Tepnel of its obligations hereunder) Tepnel shall be entitled to reimbursement for all costs incurred by it arising out of the termination of the project (including a fee to cover the loss of and / or disruption to laboratory work caused by the termination). If Tepnel terminates the contract (other than by reason of a default by the Client of its obligations hereunder or in circumstances mutually agreed between Tepnel and the Client) or if the Client terminates the contract by reason of a default by Tepnel of its obligations hereunder, Tepnel shall reimburse to the Client all payments made by the Client to Tepnel in relation to the project, but Tepnel shall not (except as specifically provided above) be liable to pay any compensation to the Client in the event of such termination of the contract.

## 15. Force Majeure

Neither party shall have liability under this agreement for any consequences of Force Majeure. (In this context, Force Majeure refers to lightning, storm, fire, flood, explosion, severe weather, interruption or fluctuation of power or water supply, industrial disputes, hostilities, riots, government intervention or any other events whether or not of the same nature beyond the reasonable control of the party concerned).

## 16. Indemnity

The Client shall indemnify and hold Tepnel harmless from and against any and all claims, actions, judgments, damages, losses, penalties, fines and any costs or expenses or professional fees incurred by Tepnel in relation thereto arising out of any breach of the contract by the Client or any negligent act or omission of the Client, provided always that any liabilities of the Client to Tepnel, howsoever arising, in respect of the contract and its performance shall be limited to an amount equal to the contract price (excluding any VAT thereon).

## 17. Limitation of liability.

- 17.1** Tepnel hereby excludes to the fullest extent permissible in law, all conditions, warranties and stipulations, express (other than those set out in these terms and conditions) or implied, statutory, customary or otherwise which, but for such exclusion, would or might subsist in favour of the Client.
- 17.2** Save as provided in clause 17.4, Tepnel's total aggregate liability to the Client in respect of all causes of action arising out of or in connection with these terms and conditions (whether for breach of contract, warranty or indemnity, strict liability, tort (including negligence), misrepresentation or otherwise) shall not exceed a value equalling the contract price payable under the terms and conditions by the Client.
- 17.3** Save as provided in clause 17.4, Tepnel shall not be liable to the Client for any:
- 17.3.1** loss of profit;
  - 17.3.2** loss of revenue;
  - 17.3.3** loss or depletion of goodwill;
  - 17.3.4** loss of data or use of data;
  - 17.3.5** third party losses; or
  - 17.3.6** any indirect, consequential or special loss or damage regardless of the form of action, whether in contract, strict liability or tort (including negligence) and regardless of whether the Client knew or had reason to know of the possibility of the loss, damage or injury in question.
- 17.4** Nothing in these terms and conditions shall limit or exclude either party's liability:
- 17.4.1** for death or personal injury resulting from negligence;
  - 17.4.2** for fraud or fraudulent misrepresentation; and/or
  - 17.4.3** for any other liability the exclusion or limitation of which is not permitted by English law.

## 18. Governing Law

This contract and the rights of the Client and Tepnel hereunder shall be determined in all respects according to the laws of England.

**Tepnel**  
Pharma Services

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