

CRAWFORD SCIENTIFIC LTD

ANALYTICAL SERVICES TERMS & CONDITIONS

CHROMATOGRAPHY CONSUMABLES & SUPPLIES TERMS & CONDITIONS

TRAINING COURSES & CONSULTANCY TERMS & CONDITIONS

CRAWFORD SCIENTIFIC LTD TERMS & CONDITIONS

Analytical Services Terms & Conditions

These terms and conditions will apply to all test and analytical services provided by Crawford Scientific Limited (henceforth known as Crawford Scientific) from the date below and will replace all earlier terms and conditions. Variations will not be valid unless signed by the Managing Director.

Interpretation:

In these Conditions the following expressions shall (unless the context requires) have the following meanings:

“Client” means the person, firm or company to whom a Quotation is addressed or for whom a Test or any Service is carried out.

“Company” means the operating unit of Crawford Scientific named on the header of this page.

“Price” means the price stated in the Quotation (whether written or oral) of which these conditions form part.

“Report” means any test certificate, technical report, recommendation or the like issued by the Company in respect of a Service.

“Sample” means any material supplied by the Client to form the basis of a Test.

“Services” means the services specified in the Quotation.

“Test” means any testing, analysis, assay, inspection or the like specified in the Quotation.

1. THE SERVICES

- a. All Analytical Chemistry Contracts are accepted by the Company on the basis that full disclosure is made by the Client of all information and documentation, which may affect such work. That the Company will not be liable to the Client in any event unless such full disclosure has been made. All such information shall be maintained by the Company in strict confidence. Upon completing the supply of Services under an Agreement, the Company shall, if required, return to the Client any documents that it has received in connection with such Agreement.
 - i. The Client shall make known to the Company prior to analysis the purpose or purposes including possible litigation for which any goods or materials supplied are to be used. The Company shall bear no duty of care or contractual liability to the Client or to third parties in respect of uses not so disclosed.
 - ii. The Client agrees to indemnify the Company against any third party claims for any loss or injury arising out of any use of any such goods or materials not disclosed to the Company.
- b. The Company shall make all reasonable efforts to supply the Services by the date agreed (if any) but the Company do not guarantee such a date that is given by way of estimate only.
 - a. The Company will carry out such work as agreed with the Client and shall be entitled to test any samples to destruction.
 - b. Unless otherwise agreed, all goods and materials received for analysis will be disposed of by the Company six months following the issue of the report containing the analytical results.
 - c. Where the Company has no direct knowledge of the circumstances in which samples for analysis have been taken, it cannot provide interpretation of analytical results.
 - d. Any report issued by the Company will relate only to the goods or materials in respect of which work has been done and not the bulk from which the samples analysed have been selected.
 - e. The Company reports are provided in confidence. Copyright of all written statements, reports, certificates and other information given by the Company in the course of Services will remain the property of the Company. They must not be made public (except as required by law), edited or amended in part or as a whole without prior written consent. Copies of any such documents can be shared with the client's partners, with the exception of:
 - i. Contract analytical laboratories
 - ii. Any companies actively working internally on extractable and leachables analysis.

In the case of (ii), prior written consent can be obtained to share information with such companies, as long as proof of confidentiality can be demonstrated with such partners.

2. STATEMENT OF LIMITATION

In all matters relating to the Services which the Company undertake for its clients, the Company will limit its activities to fields in which it has direct experience and knowledge. It will adhere strictly to instructions, which must be agreed and fully documented prior to any work being undertaken. All results produced will be presented as either a factual Certificate of Analysis or as a report where interpretations of mass spectral data are opinion. The Company is not registered as Expert Witnesses and therefore cannot enter into discussions or proffer opinions on the application or consequence of the results, other than those directly relating to the analytical procedures undertaken.

Unless otherwise restricted by the terms of the contract and/or obligations under any accreditation or governing approval, the Company shall be entitled, in its absolute discretion, to sub-contract the whole or any part of the Service. The whole project will be contracted with Hall analytical Ltd and no work can be subcontracted without the written permission of the client.

3. PRICE AND PAYMENT

The Company agrees to provide the above Services on the basis that:

- a. The quotation constitutes an offer by the Company to provide Services and/or carry out a Service subject to the conditions and is open for acceptance for 30 days from the date issued unless previously withdrawn by the company.
- b. The price is based on the information available to the Company at the date of quotation. If during the period of the Contract there shall be any variation in the cost of materials, labour or otherwise, the price may, at the absolute discretion of the Company, be adjusted to account for such variation.
- c. The price stated on the Invoice is the net price of the Services supplied exclusive of all taxes, duties and any other impositions whatsoever, which if applicable shall be paid by the Client in addition.
- d. Should a P/O number or equivalent reference be required for payment of the invoice, it is the responsibility of the Client to ensure that this is provided at the time of the submission of samples. Any delays in providing these details will be subject to an administrative surcharge, as will the omission of MSDS and other safety data.
- e. If the Client requests any change in the specification of the Services or any additional Services and the Company agrees and the changed or additional Services are supplied, those Services will be invoiced at the rate ruling at the date of the invoice unless they have been the subject of a further quotation. This Agreement must be confirmed in writing/e-mail before supplied.
- f. Should unexpected or unforeseen scientific problems arise which affect the method(s) or technique(s) and the time scale of the Contract and which have been agreed with the Client, the Company reserve the right to re-negotiate the quoted or Contract price and the time scale. Failure to re-negotiate will be taken as a termination of the Contract, when all work done will be reported and invoiced.
- g. Unless otherwise expressly stated, prices are due and payable into such bank account as may be designated by the Company without set-off or counterclaim in United Kingdom Sterling in immediately available funds within thirty (30) days from the date on the relevant invoice. We reserve the right to apply a surcharge of 2% per annum above the Bank of England base rate to overdue accounts. Payment by cheque or other negotiable instrument is ineffective until it is honoured and the Company bank account is credited with the amount due.
- h. We reserve the right to forward unpaid accounts at the end of the credit period, to a debt-collecting agency.
- i. Any other charges stated separately from the price are payable by the Client at the same time, and shall be treated as part of the price.
- j. If the Client pays any amount to the Company without apportioning it between specific debts or liabilities it shall be apportioned as the Company thinks fit. They may attribute a partial payment to one or more specific items, rather than to all the items, which are the subject of a particular Agreement.
- k. Where the period of carrying out the work is to exceed a one-month period, payment shall be made on account, invoiced on a monthly basis at the price quoted by the Company.

4. CLIENT ACCOUNTS

- a. Services to existing account Clients will be provided on the strict condition that Invoices are paid in full within 30 days of the date of Invoice. Crawford Scientific reserves the right to defer or cancel without liability the provision of any further services if this condition is not complied with, unless the Client has given written notice that the sum charged is in dispute.
- b. Services to new Clients. Crawford Scientific will normally require satisfactory recent credit references before accepting a new account Client and prepayment of the first Contract.
- c. All Clients. Crawford Scientific reserves the right to withhold reports or to discontinue the provision of services at any time when fees due and owing by a Client to Crawford Scientific remain outstanding. Crawford Scientific will accept no responsibility for the consequences of withholding reports or discontinuing work in such circumstances.

5. LIABILITIES OF CRAWFORD SCIENTIFIC

- a. The Company's total liability (if any) to the Client (excepting always liabilities in respect of personal injury or death, or any liability imposed on the Company by Part 1 of the Consumer Protection Act (1987) or for fraud), whether in contract, defect, quasi defect or otherwise in respect of any loss, direct, indirect or consequential, or damage (howsoever caused) directly or indirectly arising from any breach of Contract, or from any negligent act or omission of the Company or its servants, agents or contractors or from any breach by the Company or its foreshaids of any duty owed to the Client in connection with the Contract shall be limited to the Price.
- b. All Services are taken in good faith, to a reasonable standard of care and on a confidential basis. Reports are issued on the basis of information known to the Company at the time of the Services are carried out.
- c. The Company's obligations and liabilities to the Client in respect of the Services shall be limited to those set out expressly herein and where the Agreement is not an international supply contract within section 26 (3) of the Unfair Contract Terms Act 1977, to any liability for death or personal injury from negligence (as defined in that Act). The Client acknowledges that this is reasonable and reflected in the price and shall accept risk and/or insure accordingly.
- d. Subject to and without limiting (a), (b) and (c) above, no collateral contract and no representation, warranty, condition, stipulation, liability obligation whatsoever (without limitation whether arising (a) in contract, tort [including negligence] or otherwise; or (b) expressly, impliedly, at common law, by statute, custom, usage or course of dealing or otherwise is given, made or undertaken by the Company or its employees or agents in relation to the Services.
- e. Subject to and without limiting (a), (b), (c) and (d) above:
 - i. The Company shall not be liable to the Client for any loss, injury, or damage of any nature whatsoever whether direct or consequential arising out of or in connection with any Service supplied; and.
 - ii. The Client shall not rely upon any representation concerning any Services supplied unless the same shall have been made by the Company in writing.

6. DEFECTS

- a. The Client shall give the Company notice of any defects in the Service as soon as it is aware of them and shall in any event give Crawford Scientific detailed notice in writing of those defects within three (3) months of the Services being supplied.
- b. The Client may make no claim except when it has given notice as required by this condition (a) above.

7. FORCE MAJEURE

In the event that performance of the Agreement is rendered uneconomic, prevented or delayed as a result of war, hostilities, acts of God, industrial unrest, civil disturbance, the act of any local or national government or authority (whether in the United Kingdom or abroad), shortage or unavailability of raw materials, equipment, labour or fuel or any other cause beyond the reasonable control of the Company the Company may by written notice to the Client at their discretion either cancel the Agreement or suspend or postpone performance of it with no liability on either side.

8. ASSIGNMENT

The Client shall not assign, mortgage, charge, sub-let or otherwise dispose of any Agreement or any rights there-under in whole or in part without the Company's prior written consent. Any of the same purported to be effected without such consent shall be void.

9. TERMINATION

Should the Client make default in any payment or otherwise be in breach of its obligation to the Company under this contract or under any other contract with the Company or compound with or execute an assignment for benefit of its creditors or commit any act of bankruptcy or being a company enter into voluntary or compulsory liquidation or suffer a receiver, administrative receiver or administrator to be appointed over all or any part of its assets or take or suffer any similar action in consequence of debt or become insolvent or should the Company have reasonable cause to believe that any of these events is likely to occur, the Company may, by notice in writing to the client and without prejudice to any other rights forthwith suspend or cancel any uncompleted part of this contract or require payment in advance of satisfactory security for further delivery of services under this contract.

10. MISCELLANEOUS

- a. The failure by the Company to enforce at any time any one or more of the terms or conditions of this agreement shall not amount to a waiver by the Company of its right at any time subsequently to enforce such a term or condition.
- b. If any provision of this agreement is declared by any judicial or other competent authority to be, voidable, illegal or otherwise unenforceable this shall not affect the remainder of the contract, which shall continue in full force and effect. Any such provisions as shall be declared to be voidable, illegal or otherwise unenforceable shall be amended such that the amended provision achieves the intention of the parties.

11. LAW AND JURISDICTION

This contract shall be governed by Scots Law and the purchaser submits to the jurisdiction of the Scottish Courts. Crawford Scientific Limited reserves the right to amend this policy.

CHROMacademy e-Learning Terms and Conditions

Introduction Crawford Scientific & Advanstar Communications, including subsidiaries and affiliates ("Website" or "Website Owner" or "we" or "us" or "our") provides the information contained on this website or any of the pages comprising the website ("website") to visitors ("visitors") (cumulatively referred to as "you" or "your" hereinafter) subject to the terms and conditions set out in these website terms and conditions, the privacy policy and any other relevant terms and conditions, policies and notices which may be applicable to a specific section or module of this website.

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Chromatography Consumables & Supplies Terms & Conditions

1. The Contract

The only terms and conditions of contract between Crawford Scientific Limited ("The seller") and the Purchaser shall be those set out below unless other terms are expressly accepted in writing with an authorised employee of the seller.

2. Pricing

- i. All goods will be supplied at the price and the vat rate applicable.
- ii. All prices shown on site are net of tax and carriage and the seller has the right to amend these prices at its discretion.
- iii. Quotes expressed to be at a fixed price remain open for acceptance by the purchaser within the period stated on the quotation, if no period stated then they are void after **30 days** of the date on the quote irrespective of the date purchaser received the quote.
- iv. The seller reserves the right to make an additional cost on special shipments or weights, this will be advised prior to despatch.

3. Payment Terms

- i. For all sales in the UK payment of the full price (including VAT) and any additional carriage charged, must be made within 30 days of date of invoice unless other arrangement has been agreed. Thereafter the seller shall be entitled to recover 2% above the base rate of Bank of England ruling at the date the purchase price is due.
- ii. For all sales outside the UK the Purchaser shall pay by credit/debit card, unless other agreements are agreed in writing by the seller.

4. Delivery of Goods

- i. The seller undertakes to deliver by specified delivery dates. However in all cases delivery dates are estimated if not in stock and without any commitment or obligation on the part of the seller. The purchaser shall not be entitled to cancel any order or refuse payment should delivery be made after the specific delivery date.
- ii. Unless otherwise agreed by the seller, delivery within UK will be at the purchasers cost by whatever means the seller deems appropriate. The packaging and Insurance costs will be charged in addition to the price quoted for the goods
- iii. Unless otherwise specified on all orders for delivery outside the UK, the costs of delivery, cases and containers, dock and airport costs, port and customs entry, freight, insurance if any will be chargeable to the purchaser. The purchaser shall be responsible for complying with any legislation or regulations governing the importation of the goods into the country of destination and for the payment of any duties thereon. The seller shall be entitled to make delivery of goods and instalments if required and will require to pay for any instalment in addition to goods. If the purchaser fails to accept delivery within **14 days** of receipt of notice in writing that the goods are ready for delivery the purchaser shall be liable for all the seller's storage costs and additional carriage costs to the seller shall be entitled without prejudice to its other rights to resell or otherwise dispose of the goods.
- iv. Claims for shortages or damage to goods before risk passes must be made in writing within **14 days** of receipt failing which proper delivery shall be conclusively presumed to have been made.
- v. Where the goods are returned for any reason other than (iv) above the seller reserves the right to make a re-stock charge against the purchaser, we also reserve the right to refuse return of said goods if any other reason other than (iv). For details, please contact our Sales Administration Team.
- vi. The seller reserves the right to designate minimum order quantities and/or minimum handling charges for return of its products. For details, please contact our Sales Administration Team.
- vii. The Seller will not accept the return of goods for any reason other than (iv) where the goods have been opened.

5. Conditions, Warranties and Sellers Liabilities

- i. **Subject** to fair wear and tear, and the due observance of any installation, user, storage, operating or maintenance instructions the seller undertakes to replace or at its option repair free of charge to the purchaser any goods, which the purchaser can establish are defective by reason of defective workmanship or materials and which are returned to the seller within **12 months** of the date of receipt by the Purchaser.
- ii. **No warranty** is given that the goods are suitable for any particular or special purposes or for use in connection with any equipment unless expressly given in writing by the seller.
- iii. **To the fullest** extent permitted by law, the seller hereby excludes liability in tort to the purchaser or to any third party. The purchaser hereby represents that it is a competent user of the class of goods supplied hereunder, that it has satisfied or is able to satisfy itself that the goods are safe to use, and that it will institute a safe system of working for the use of goods. The purchaser shall indemnify the seller against any claim by a third party that the third party (or any fourth party on whose behalf the third party is acting) has suffered any loss, damage, personal injury or death by reason of or resulting from any negligence by the seller or any defect in the design, specification or manufacture of the goods.
- iv. **The seller** shall not be liable for any loss of profit or other financial or consequential loss whenever and however caused arising in respect of goods supplied by the seller. Subject to (iii) above, the seller's liability for any loss or damage to property whatsoever shall be limited to the payment by the seller of a sum not exceeding £5000.00 or twice the price of the goods in respect of which liability arose, whichever shall be the greater. This limitation of the seller's liability shall arise from breach of this contract or from any breach of any condition or warranty implied by law or custom, or from misrepresentation by or the negligence of the seller, its employee's or agents.

6. Purchaser's Duty to Take Care

- i. The purchaser agrees that it should take all reasonable steps to eliminate or reduce risk to health and safety to which use of the goods may give rise and acknowledges that where the goods are manufactured to a design supplied by the purchaser, the seller will not undertake any research as to the risks to health and safety which may arise from use or storage of the goods.
- ii. The purchaser shall indemnify the seller against any claim, proceedings, costs, loss, damage or liability suffered by the seller as a result of failure by the purchaser, or any other person in control of the goods, to take such steps or ensure compliance with the duties referred to in (i) above.

7. Patents, Designs and Technical Information

- i. The purchaser shall not use or deal with the goods or the seller's literature, brochures, leaflets or lists so as to infringe, interfere with or weaken any rights of the seller or of any manufacturer of the goods under or in any respect of any patents, processes, proprietary information, trademarks, registered designs, logo's artwork or copyright for or in connection with the goods. The seller shall have no liability for the infringement of any rights of any third party arising from the use of the goods in combination with other goods, trademarks or processes not supplied by the seller.
- ii. Where the goods are manufactured to the design or specification of the purchaser, the purchaser warrants that such a design or specification does not infringe the rights of any third party.

8. Passing of Risk and Property

- i. The risk in the goods shall pass:
 - a. Where the seller undertakes delivery of the goods to the purchaser's premises, at the time of delivery.
 - b. On orders for delivery outside the UK on delivery FOB to the port or airport notified hereunder.
 - c. In all other cases on delivery to a carrier at the seller's works.

- ii. The goods shall remain the property of the seller until the price has been fully paid and the seller shall be entitled to recover the goods at any time until property has passed. Until property passes the purchaser shall take all reasonable steps to keep the goods separately identifiable from other property, but shall not be prohibited from using such goods.

9. Termination

- i. The seller shall have the right, without prejudice to its other rights, to cancel or suspend the performance of the contract or any part thereof should the purchaser be in default of its obligations under the contract or should there be any amounts due and unpaid by the purchaser to the seller whether in respect of the purchasers obligations under the contract or in any other contract.
- ii. If the seller at any time is unable to perform its obligations for any circumstances beyond its control (as hereinafter defined) it shall be entitled, on notice to the purchaser given within a reasonable time, either to terminate or suspend the contract or any part of it without incurring any liability whatsoever to the purchaser. Without limitation, circumstances beyond the sellers control shall include, war, strikes, lockouts, labour disputes, force major breakdown or interruption of or disruption in supplies, transport and all other occurrences or circumstances which prevent, hinder or delay the sellers performance of the contract.

10. Legal

This contract shall be governed by Scots Law and the purchaser submits to the jurisdiction of the Scottish Courts. Crawford Scientific Limited reserves the right to amend this policy.

Training Courses and Consultancy Terms & Conditions

Booking

For current off-site training course costs and dates, please refer to our website www.crawfordscientific.com

For on-site training; costs and dates will be provided in a written quotation.

Prior to booking any training course, please read the course outline supplied to ensure that the course will both meet your training requirements and that you are able to meet any specified pre-requisites for the course.

If a course registration/booking form is completed by an individual other than the named candidate, it is the responsibility of the employer to ensure the candidate is suitable for the course and has the relevant experience.

Upon receipt of your purchase order your place(s) for off-site courses, your booking for an on-site course or consultancy dates will be confirmed.

Important note: Crawford Scientific's acceptance of your purchase order (booking) brings into existence a legally binding contract between us on these terms and conditions. Any term sought to be imposed by you in any purchase order or correspondence will **not** form part of the contract.

Purchase Orders

Purchase orders may be accepted in lieu of payment at time of booking at Crawford Scientific's sole discretion.

Acceptance of purchase orders is subject to Crawford Scientific's prior approval for credit terms. Purchase orders shall not be accepted from any customer at any time during which the customer's account is placed on "Hold" due to default.

Invoicing and payment

Training course or consultancy fees are payable upon booking unless a valid, authorised Purchase Order is provided and accepted. The invoice will be sent at the time of the Training Course and must be paid within 30 days.

Invoices will be sent via post or email to the name and address provided on the purchase order and must be paid within agreed invoice terms. In case of foreign booking (booking from outside the United Kingdom) or for delivery of training course outside the United Kingdom, the invoice must be paid 30 days prior to the start of the course.

If any amount properly due to Crawford Scientific under or in connection with these terms and conditions remains outstanding beyond the due date, Crawford Scientific may claim interest and statutory compensation pursuant to the Late Payment of Commercial Debts (Interest) Act 1998).

Training Course and Consultancy attendance and certification

Candidates for off-site courses will receive joining instructions via email to the email address provided.

It is the responsibility of the individual completing booking the course to ensure joining instructions are received by the candidate. Instructions will be sent via email to the email address provided.

It may be necessary, for reasons beyond the control of Crawford Scientific to cancel the course or consultancy. We will aim to provide as much notice and reasoning behind this and will offer alternative solutions where possible.

For onsite training courses and consultancies we will advise the trainer in advance where possible however this may be subject to change.

The content of customised on-site Training Courses and Consultancy will be agreed with a member of the Crawford Scientific staff who will also advise on expected duration and timings for the course/consultancy

Amendments

In the event that the individual named on the booking cannot attend (for off-site booking), we will accept substitution of another delegate on the condition that written notification of the substitution has been received by us prior to the course date. Companies or the registered delegate(s) are only permitted to one course transfer or substitution per booking. After this the full fee will be charged. In the event of there being insufficient numbers booked onto a course Crawford Scientific reserves the right to cancel or postpone the course.

In the event of cancellation of a course by Crawford Scientific, we will endeavour to inform all participants a minimum of one week before the course is due to take place, although please be aware that this is not always possible. All course fees paid will be reimbursed in full, or the payment will be transferred in full to another Crawford Scientific course. Crawford Scientific shall not accept liability for any consequential loss and shall have no liability to reimburse any other costs that may have been incurred, including transport costs, accommodation etc.

For training delivered outside the UK the appropriate cancellation charge will apply based on the cost of your booking, as shown below. *excluding extenuating circumstances which will be charged at Crawford Scientific's discretion.

| Calendar days notice before the start date of the course | Cancellation charge |
|---|-----------------------------|
| Cancellation from Crawford Scientific | No charge |
| 30 calendar days or more | 20% of course cost. |
| Between 14 and 29 calendar days (inclusive) | 50% of course cost. |
| Between 1 and 14 calendar days (inclusive) | Full amount of course cost. |

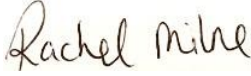
If you are unable to attend an off-site training course, an alternative date will be offered. If you are unable to attend the alternative date, you will be invoiced in full.

Data protection and Privacy

For your security and peace of mind, Crawford Scientific will not supply your details to any organisation for marketing purposes. Please view our Privacy Policy for further information.

Entire Agreement

These terms and conditions, together with the current Crawford Scientific prices, course details and Crawford Scientific contact details, set out the whole of our agreement relating to the supply of the course and associated materials and services to you by Crawford Scientific. These terms and conditions cannot be varied except in writing signed by a Director of Crawford Scientific. In particular, no terms and conditions incorporated within your purchase order and nothing said by any person on behalf of Crawford Scientific should be understood as a variation of these terms and conditions or as an authorised representation about the nature or quality of any goods or services offered for sale by Crawford Scientific. Crawford Scientific shall have no liability for any such representation being untrue or misleading.

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|-----------|--|
| SIGNATURE |  |
| NAME | RACHEL MILNE |
| POSITION | MANAGING DIRECTOR |
| DATE | 4 th June 2021 |