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FRAMEWORK SERVICES TERMS AND CONDITIONS (UK AND IRELAND)

1. Formation of Contract

1.1 These terms and conditions, including the relevant service specific terms set out in Annex 1 ("**Terms and Conditions**"), together with any quotation, proposal, estimate or fee quote (**"Quotation"**) provided by or on behalf of the Company (as defined below), shall apply to the services ("**Services**") described in the Quotation and carried out by the entity noted on the Quotation ("**Company**") to the customer noted in the Quotation ("**Customer**").

1.2 These Terms and Conditions shall supersede and override any terms or conditions contained in or referred to in the Customer's purchase order or acceptance of a quotation or specification and shall prevail over any inconsistent terms or conditions contained or referred to in the Company's confirmation of order or implied by law (unless the law in question cannot be excluded), trade custom, practice or course of dealing. Any phrase introduced by the terms "**including**", "**include**", "**in particular**" or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

1.3 Unless otherwise specified therein, Quotations shall be valid for sixty (60) days from the date thereof and the Company may withdraw any such Quotation at any time. No Quotation given by the Company shall be an offer to contract with any person and contract shall only come into existence in accordance with sub-condition 1.4

1.4 The Customer's purchase order or the Customer's acceptance of a Quotation constitutes an offer by the Customer to purchase the Services specified in the Quotation upon these Terms and Conditions and the relevant service specific terms based on Services purchased. No offer placed by the Customer shall be accepted by the Company, other than by a written acknowledgement issued by the Company or (if earlier) by the Company starting to provide the Services, when a contract for the supply and purchase of those Services on these Terms and Conditions will be established (the "**Contract**").

1.5 No acceptance or acknowledgement, even if in writing and signed by the Company, of the Customer's purchase order or any other document pertaining to the Services shall constitute acceptance of any provision of the Customer's purchase order or any other document that conflicts with or adds to these Terms and Conditions unless the Company specifically agrees to such a variation of these Terms and Conditions pursuant to and in accordance with sub-condition 2.1.

1.6 In the event of any conflict between the terms of a Quotation and these Terms and Conditions, these Terms and conditions shall take priority unless otherwise explicitly agreed in writing by the Company.

2. Variation including Cancellation, Postponement and Amendment

2.1 These Terms and Conditions may not be varied or waived by either party unless the variation or waiver is in writing and is signed by an officer or duly authorised signatory of the Company. The variation or waiver must set out the condition(s) or sub-condition(s) to be varied or waived and the detail of each such variation or waiver.

2.2 The Customer may cancel, postpone or amend any order (in whole or in part) at any time, provided that the Customer shall pay to the Company the full amount of the Consideration (as defined in sub-condition 3.1) relating to such order plus all Costs (as defined in sub-condition 3.1) relating to such order incurred by the Company prior to the date of the cancellation, postponement or amendment plus any other losses, expenses and costs incurred by the Company as a result of the cancellation, postponement or amendment.

2.3 The Company reserves the right to review and amend any Quotation prices where documentation, specification or other materials relating to the Contract have materially changed since the original Quotation was given or where additional services not envisaged by the Quotation are requested, for example, producing written descriptions of detailed procedures undertaken as part of the Services. For the avoidance of doubt, approval of such additional requests shall remain at the Company's discretion. If there are any variations in the cost of materials, labour or otherwise during the period of the Contract, the price may, at the absolute discretion of the Company, be adjusted to account for such variation. The changed or additional Services will be invoiced at the rate ruling at the date of the invoice unless they have been the subject of a further Quotation.

3. Prices & Payment

3.1 The Customer shall pay the Company the charges set out in the Quotation, if applicable, or as otherwise contemplated for the provision of the Services ("**Consideration**") and shall pay the Company on demand for any expenses incurred in the provision of the Services (**"Costs"**), unless expressly agreed otherwise in writing.

3.2 Any other charges stated separately from the Consideration are payable by the Customer at the time of invoice, and shall be treated as part of the Consideration.

3.3 Unless otherwise agreed in Quotation, the Company may issue invoices in respect of Services as follows:

3.3.1 40% of the Consideration as an up-front payment on signature of the Contract;

3.3.2 60% of the Consideration upon completion of the Services, save where the services are subject to Part A of Annex 1 in which case 30% shall be payable on completion of the analysis and 30% shall be payable following the issue of a draft Report.

Company may require satisfactory credit references before accepting a new Customer and prepayment of up to 100% of the first Contract.

3.4 The Customer shall pay the Consideration and Costs stated in any invoice for Services provided pursuant to these Terms and Conditions in full, without deduction or set-off, within thirty (30) days of the date stated on that invoice. The Consideration shall be paid free and clear of, and without deduction for and on account of, tax, unless the Customer is required by law to make such payment subject to the deduction of withholding tax; in which case the sum paid by the Customer shall be increased to the extent necessary to ensure that after such deduction or withholding the Company receives an amount equal to Consideration and Costs it would have received had no such deduction or withholding been required.

3.5 The Customer shall pay the Consideration and Costs to the Company by electronic bank transfer in cleared funds in the currency specified in the Company's Quotation, proposal or order confirmation. All payments due to the Company shall be payable within the specified time irrespective of whether or not the Customer has recovered payment from a third party.

3.6 In default of payment within the thirty (30) days, the Company may: suspend any further Services being carried out for the Customer (including the right to withhold reports); alter or withdraw credit terms; and amend terms, prices or service levels. Company does not accept any responsibility for the consequences of withholding reports or discontinuing services in such circumstances. The amount outstanding from time to time shall bear interest, calculated from the due date of the invoice to the date of receipt of the amount in full at a rate equivalent to 5% per annum above the base rate from time to time of HSBC Bank in the relevant currency. Further, Company reserves the right to forward unpaid accounts to a debt-collecting agency at Customer's cost.

3.7 The Company may retain or set off any sums owed to it by the Customer which have fallen due and payable against any sums due to the Customer under this Contract or any other agreement between the parties or any of their Group Companies. If the Customer pays any amount to Company without apportioning it between specific debts or liabilities it shall be apportioned as Company thinks fit. Partial payment may be attributed to one or more specific items, rather than to all the items, which are the subject of a particular agreement. For this paragraph, **"Group Company"** means, in relation to a company, that company, any subsidiary or holding company of that company, and any subsidiary of a holding company of that company.

3.8 The Customer undertakes that during the provision of the Services and for 6 months following completion thereof, the Customer shall not:

3.8.1 solicit or entice away (or assist anyone else in soliciting or enticing away) any member of the Company's staff with whom the Customer has had dealings in connection with the Contract and/or the provision of the Services during the 12 months immediately prior to the earlier of the date of the Customer's purchase order or the date of the Quotation; or

3.8.2 employ (directly or through a third party) any person as referred to in sub-condition 3.8.1 or engage them in any

way to provide services to the Customer. For clarity, this shall not apply in respect of any member of the Company's staff who without having been previously approached directly or indirectly by the Customer responds to an advertisement placed by the Customer or on the Customer's behalf.

In the event of a breach of this undertaking, which leads to the departure of any person as referred to in sub-condition 3.8.1, the Customer will pay to the Company, on demand, a sum equivalent to 50% of the total annual remuneration package paid by the Company to the individual prior to his or her departure. The Customer acknowledges that this provision is a fair and reasonable term intended to be a genuine assessment of the likely loss to the Company.

4. Services

4.1 Subject to the remaining sub-conditions of this condition 4, the Company warrants that it will complete the Services in a satisfactory and workmanlike manner, consistent with industry standards.

4.2 The Customer 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 Company detailed notice in writing of those defects within three (3) months of the Services being supplied. The Customer may not make any claim except when it has given notice as required by this condition. Where Company agrees the Services are defective, a suitable timeframe for any defect remediation will be mutually agreed by Company and the Customer.

4.3 The Company will use its reasonable endeavours to complete Services by any date reasonably requested in writing by the Customer, but the Company shall not be liable to the Customer for: (i) any delay in the performance of any obligation under the Contract; or (ii) damages suffered by the Customer by reason of such delay. For clarity, Company does not guarantee any date that is given by way of estimate only.

4.4 The Company's obligation to complete Services under the Contract shall be subject to any obligation it may have to comply with any law or other regulation binding on it which may be in force from time to time.

4.5 No employee, agent or other person is authorised to give any warranty or make any representation on behalf of the Company in relation to the Contract, or to assume for the Company any other liability in connection with the Services, unless such warranty, representation or assumption of liability is given by Company to the Customer in accordance with sub-condition 2.1.

4.6 The Customer shall supply as much information as possible, including a unique purchase order number, reference or authorization, about each Service requirement in order to assist in achieving an efficient service.

4.7 The Customer represents and warrants to the Company the completeness and accuracy of all documents and information supplied to the Company for the purposes of the Company fulfilling the Services, both at the time of supply and subsequently. It is a material condition of this Contract that Services will be provided by the Company on the basis that full disclosure is made by the Customer of all information and documentation which may affect such work.

4.8 Customer is responsible for providing all required information for the Characterisation of Test Articles (as defined in the OECD Environment Health and Safety Publications Series on Principles of Good Laboratory Practice ("**GLP**") and Compliance Monitoring (No. 19 – Advisory Document of the Working Group on GLP on the Management, Characterisation and Use of Test Items)). Customer acknowledges that any failure to provide such information may lead to a GLP study being non-compliant, for which Company shall not be held liable.

5. Liability and Indemnity

5.1 This condition sets out the entire financial liability of the Company, its employees, agents and sub-contractors to the Customer in respect of any breach of the Contract, any use made of Samples or any part of them on which Services are carried out and any representation, statement or tortious act or omission (including negligence or breach of statutory duty) arising under or in connection with the Contract.

5.2 Other than as expressly set out herein and as specifically warranted in writing to the Customer by an officer or duly authorised signatory of the Company, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

5.3 SUBJECT TO THE REMAINING SUB-CONDITIONS OF THIS CONDITION, THE COMPANY SHALL NOT BE LIABLE, WHETHER IN TORT (INCLUDING FOR NEGLIGENCE OR BREACH OF STATUTORY DUTY), CONTRACT, MISREPRESENTATION OR OTHERWISE FOR:

5.3.1 LOSS OF PROFITS; LOSS OF BUSINESS, LOSS OF REVENUE; LOSS OF MARKETS; LOSS OR DAMAGE INCURRED AS A RESULT OF A THIRD PARTY CLAIM; DEPLETION OF GOODWILL AND/OR SIMILAR LOSSES; LOSS OF ANTICIPATED SAVINGS; LOSS OF GOODS; LOSS OF CONTRACT; LOSS OF USE; LOSS OR CORRUPTION OF DATA OR INFORMATION; EX GRATIA PAYMENTS; OR

5.3.2 ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL LOSS, COSTS, DAMAGES, CHARGES, FINES, PENALTIES OR EXPENSES; OR PURE ECONOMIC LOSS.

5.4 SUBJECT TO CONDITIONS 5.3 AND 5.9, THE COMPANY'S TOTAL LIABILITY TO THE CUSTOMER IN CONTRACT, TORT (INCLUDING CLAIMS FOR NEGLIGENCE OR BREACH OF STATUTORY DUTY) MISREPRESENTATION, RESTITUTION OR OTHERWISE ARISING IN CONNECTION WITH THE PERFORMANCE OR CONTEMPLATED PERFORMANCE OF THE CONTRACT SHALL IN ALL CIRCUMSTANCES BE LIMITED IN THE AGGREGATE TO THE CONSIDERATION PAID OR PAYABLE UNDER THE CONTRACT FOR THE SERVICES THAT ARE SUBJECT TO THE CLAIM IN THE TWELVE MONTHS PRIOR TO THE EVENT GIVING RISE TO SUCH CLAIM. Save in the case of fraud or fraudulent concealment by the Company, the Company shall be under no liability in respect of any claim under the Contract and any such claim shall be wholly barred and unenforceable unless:

5.4.1 the Customer notifies the Company in detail and in writing of the alleged basis for the claim within two (2) months of the Customer becoming aware thereof and within one year after the completion of the Services to which the claim relates; and

5.4.2 the Company is permitted to inspect any and all property with respect to which the Services are claimed to have been defective or to which Customer's claim otherwise relates.

5.5 Except where the Services are provided to a person who deals as a consumer (within the meaning of the Unfair Contract Terms Act 1977), all warranties, conditions or other terms express or implied, statutory, customary or otherwise are excluded to the fullest extent permitted by law.

5.6 The Customer acknowledges that the above provisions of this condition 5 are reasonable and reflected in the price which would be higher without those provisions and the Customer will accept such risk and/or insure accordingly.

5.7 The Customer agrees to indemnify, keep indemnified and hold harmless the Company from and against all losses which the Company may suffer or incur arising out of or as a result of:

5.7.1 breach of any law by the Customer in connection with the performance of the Services;

5.7.2 any claim threatened or made against the Company by any third party arising out of the Services or out of any delay in performing or failure to perform the Services (even if such claim is solely or partly attributable to the fault or negligence of the Company) to the extent such claim is in excess of the Consideration paid for the Services under the Contract that are subject to the claim; or

5.7.3 any claims arising as a result of any misuse or unauthorized use of any outputs of the Services provided by the Company or any Intellectual Property Rights belonging to the Company (including trade marks) pursuant to this Contract.

Notwithstanding any other provision of these Terms and Conditions, the Customer's liability under this indemnity shall be unlimited.

5.8 The Company's liability for breach of contract, tort (including claims for negligence or breach of statutory duty) or otherwise in connection with the performance of the Contract shall be limited to such amount as would be just and equitable for the Company to pay having regard to the Company's responsibility for the particular loss or damage.

5.9 Each party agrees to indemnify, defend and hold harmless the other party and their directors, officers, employees, agents, successors and assigns (collectively, the "**Other Party Indemnitees**") from and against all liabilities, losses, damages and costs (including reasonable attorneys' fees) (collectively,

"**Losses**") they may suffer as the result of third party claims, demands, actions, suits or judgments against them resulting from or arising out of: (a) the negligence, recklessness or willful misconduct on the part of the indemnifying party; (b) the failure by the indemnifying party to comply with applicable laws in connection with the exercise of any of its rights or the performance of any of its obligations hereunder; and/or (c) any breach of the Contract by the indemnifying party. The foregoing indemnification obligation shall not apply to Losses to the extent resulting from or arising out of: (i) the negligence, recklessness or willful misconduct on the part of any of the Other Party Indemnitees; (ii) the failure by the other party to comply with applicable laws; or (iii) any breach of the Contract by the other party.

5.10 Nothing in these Terms and Conditions limits or excludes the liability of the Company for:
- 5.10.1 death or personal injury resulting from negligence; or
- 5.10.2 liability incurred by the Customer as a result of fraud or fraudulent misrepresentation by the Company; or
- 5.10.3 any other matter which may not be limited or excluded by law.

5.11 This condition 5 shall survive termination of the Contract.

6. Intellectual Property Rights

6.1 In this condition 6, the following definitions apply:

Intellectual Property Rights: all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights (now existing or hereafter created), in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world;

6.2 All Intellectual Property Rights (including copyright in reports, records, certificates, written statements, scientific documentary, primary data or electronic means of handling data) produced during any Service or otherwise given by Company in the course of the Services shall belong to and remain the property of the Company.

6.3 To the extent the Services involve the preparation of a report or certification for the Customer, upon the Customer discharging all its obligations under the Contract, including payment of the Consideration, the Customer will obtain an irrevocable, royalty-free, non-exclusive licence to use the report or certification (including the right to sub-license), subject to the terms of sub-condition 6.2 and this sub-condition 6.3. The report or certification must not be made public (except as required by law), edited or amended in part or as a whole without the Company's prior written consent or unless otherwise expressly agreed in the Contract.

6.4 All Intellectual Property Rights in all service mark(s), trade mark(s), certification mark(s) and other names and logos owned by the Company shall remain the property of the Company and cannot be sold or licensed by the Customer.

6.5 The Customer shall indemnify the Company against all losses to which the Company may become liable as a result of a claim that the use of any data, equipment or other materials supplied by the Customer for the performance of the Services involves the infringement of any Intellectual Property Rights of any third party.

6.6 Except for the rights to use any reports as set forth in condition 6.3, this Contract does not grant and shall not be construed as granting, any rights to either party to any name or mark of the other party. Neither party is granted any right to the other party's name in connection with any publication and may not give any press release or make any other public announcement regarding this Contract, the Services or any transaction between the parties without the express prior written consent of the other party.

7. Premises

The Company's premises (the "**Premises**") are a designated security area and:
- 7.1.1 the Company reserves the right to refuse admission to the premises; and
- 7.1.2 visitors to the Premises shall conform to the Company's regulations and procedures.

7.2 Where any aspect of the Service is undertaken on premises not occupied by the Company or under its direct control, the Customer must ensure that all necessary safety measures are in place to comply with all applicable health and safety regulations and save as otherwise agreed in writing between the parties.

7.3 In addition to any specific Customer obligations set out in the Quotation and the provisions of sub-condition 7.2, where Services are provided at the premises of the Customer, the Customer shall: (i) provide the Company with necessary access to any Customer premises; (ii) ensure that any premises provided by the Customer for the provision of any part of the Service is suitable for that purpose; (ii) provide all usual auxiliary and operating materials (including gas, water, electricity, lighting etc.) relevant to any Customer supplied premises; and (iv) provide the Company with any permits required for the performance of the Service.

8. Termination

8.1 If the Customer becomes subject to any of the events listed in sub-condition 8.2, the Company may terminate the Contract with immediate effect by giving written notice to the Customer.

8.2 For the purposes of sub-condition 8.1, the relevant events are:
- 8.2.1 if the Customer commits a breach of any terms of the Contract or any other contract with the Company which is incapable of remedy or, if capable of remedy, has not been remedied by the Customer in accordance with a written notice from the Company requiring remedy within the period specified in the said notice;
- 8.2.2 if the Customer fails to make payment of the Consideration within the specified time;
- 8.2.3 the Customer makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction) or ceases or suspends payment of any of its debts or is unable to pay its debts as they fall due within the meaning of section 123 of the Insolvency Act 1986;
- 8.2.4 an encumbrancer takes possession, or a receiver or administrator is appointed, over any of the property or assets of the Customer;
- 8.2.5 the Customer ceases, or threatens to cease, to carry on business;
- 8.2.6 the Company reasonably apprehends that any of the events mentioned at sub-conditions 8.2.1 to 8.2.5 above is about to occur in relation to the Customer and notifies the Customer accordingly; and
- 8.2.7 if the Company reasonably apprehends that providing the Services or dealing with the Customer would be in breach of Sanctions Rules, the Customer fails to satisfy due diligence requests made by the Company in connection with compliance with Sanctions Rules or other relevant laws or regulations or the Customer does anything which is in breach of, or would cause the Company to be in breach of, Sanctions Rules. For the purposes of this sub-condition, "**Sanctions Rules**" shall mean any applicable trade or economic sanctions, export control, embargo or similar laws, regulations, rules, measures, restrictions, restricted or designated party lists, licences, orders, or requirements, in force from time to time, including without limit those of the European Union, the United Kingdom, the United States and the United Nations.

8.3 On termination of the Contract for any reason the Customer shall immediately pay to the Company all indebtedness to the Company with applicable interest.

8.4 Termination of the Contract, however arising, shall not affect any of the parties' rights, remedies, obligations and liabilities that have accrued as at termination.

8.5 Conditions which expressly or by implication survive termination of the Contract shall continue in full force and effect.

9. Force Majeure

The parties shall not be liable for delay in performing, or failure to perform, any obligation under the Contract if such delay or failure to perform is caused directly or indirectly by any act of God, flood, drought, earthquake or other natural disaster, pandemic, epidemic, war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations, riot, accident, terrorism, explosion, strike or labour dispute, any law, or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent, delay or default by subcontractor or supplier of materials or services, the existence of any circumstance making performance commercially impracticable or any other cause beyond the party's reasonable control, provided that this

condition 9 shall not apply to any of Customer's obligation to make any payments due to the Company under the Contract.

10. Entire Agreement

10.1 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations, and understandings between them, whether written or oral, relating to its subject matter.

10.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance, or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

11. Severability

If any provision or remedy herein provided for be invalid or unenforceable or unlawful under any applicable law in whole or in part, it shall be deemed to be amended in so far as it is possible to do so in order to make it enforceable whilst retaining its purpose or severed from the Contract if it is not possible to do so and the remaining provisions of these Terms and Conditions, including any remaining default remedies, shall be given effect in accordance with the intent hereof. In the Company's sole discretion, it may terminate the Contract by not less than seven (7) days' written notice to the Customer in the event that it considers that such deletion will have a materially adverse effect on its rights under the Contract.

12. No Partnership or Agency

12.1 Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

12.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

13. Third Parties

13.1 Any of the Company's Group Companies may rely on and enforce any of the rights conferred to it under any term of each Contract in accordance with the Contracts (Rights of Third Parties) Act 1999 ("**CRTPA**") with Company's consent.

13.2 Except as stated in clause 13.1 above, a person who is not a party to the Contract shall not have any rights under the CRTPA to enforce any term of the Contract.

14. Data Protection

14.1 For the purpose of this condition, the words "**Controller**", "**Personal Data**" and "**Process**", shall have the meanings assigned in the Data Protection Laws (or where not defined in applicable Data Protection Laws, shall have the meaning as in UK Data Protection Laws). "**Data Protection Laws**" means the European Data Protection Laws, UK Data Protection Laws and, to the extent applicable, the data protection or privacy laws of any other country. "**European Data Protection Laws**" means the EU General Data Protection Regulation 2016/679 of the European Parliament and of the Council ("**GDPR**"); and laws implementing or supplementing the GDPR. "**UK Data Protection Laws**" means the UK GDPR as defined in the Data Protection Act 2018 and other data protection or privacy legislation in force from time to time in the United Kingdom.

14.2 Subject to ensuring compliance with all applicable Data Protection Laws, each party may Process business contact information relating to personnel of the other (for example name, business telephone number, job title and business email address) for the purpose of carrying out its obligations under this agreement and to manage the general relationship between the Customer, Company and Company's suppliers. For those purposes, each party deems that it is acting as an independent Controller and shall at all times, ensure compliance with Data Protection Laws required of a Controller.

15. Sub-contracting

15.1 Unless otherwise restricted by the terms of the Contract and/or obligations under any applicable accreditation or governing approval, the Company shall be entitled, in its absolute discretion, to sub-contract the whole of or any part of the Service.

15.2 The Company may assign, delegate, license or hold on trust, all or any part of its rights or obligations under the Contract.

15.3 The Contract is personal to the Customer which may not assign, delegate, license, hold on trust or sub-contract all or any of its rights or obligations under the Contract without the Company's prior written consent.

16. Confidentiality

For the purposes of this condition, **"Confidential Information"** shall mean all information which a party may have or acquire before or after the date of the Contract which relates to a party's business, products, developments, trade secrets, know-how or other matters connected with the Services and information concerning a party's relationships with actual or potential clients, customers or suppliers and all other information designated as confidential or which ought reasonably to be considered confidential.

16.1 Each party (the **"Recipient"**) shall keep all Confidential Information of the other party (the **"Disclosing Party"**) in the strictest confidence. Save for the purposes of fulfilling its obligations under the Contract, the Recipient shall not, without the prior written consent of the Disclosing Party, disclose, divulge or grant access to the Confidential Information which it has received and shall not permit any of its employees, agents or officers to disclose, divulge or grant access to such Confidential Information.

16.2 Notwithstanding condition 16.1, a Recipient may disclose Confidential Information which it has received if:

16.2.1 it is required to do so by any governmental, local government or regulatory authority, any accreditation body or by law (but then only to the extent it is strictly required to do so);

16.2.2 it is strictly necessary for the purpose only of obtaining professional advice in relation to the Contract;

16.2.3 it was already known to the Recipient prior to the time of disclosure by the Disclosing Party (where the Recipient can prove the same with documentary evidence); or

16.2.4 it is information which subsequently becomes public knowledge other than by breach of the Contract by the Recipient.

16.3 In the event of an information request being made to a Recipient pursuant to any Freedom of Information legislation or the Environmental Information Regulations 2004 in respect of any Confidential Information then the Recipient shall notify the Disclosing Party and shall not disclose any information until an analysis has been made as to whether the information requested is capable of benefiting from an exemption from disclosure.

16.4 The obligations of the parties under this condition 16 shall continue to apply without limit of time.

17. Export Control Licence

17.1 For the purposes of this condition 17, **"Export Control Licence"** shall mean any public or governmental licence, approval, permit or similar (whether temporary or permanent), issued directly or indirectly, by any United Kingdom, United States or other foreign authority with jurisdiction over the parties or the goods subject to the contract which, from time to time, it is necessary to obtain in order to be entitled to market, import, export, re-export products and/or provision of services and/or transfer of technology and/or Intellectual Property Rights.

17.2 The Company's performance of its obligations under this Contract may, wholly or partly, be subject to Export Control Licences. If any such Export Control Licence requires signed end user certificates or any other United Kingdom or foreign governmental or court approvals or consents the parties agree to assist each other in completing the relevant end user certificates or other such approvals or consents and the Customer undertakes to conform to and apply the terms of such, end user certificates, Export Control Licences or restrictions.

17.3 The Customer represents and warrants that it shall inform the Company in writing, prior to the Company receiving any goods or information from the Customer or carrying out any Service, of any applicable Export Control Licence requirement, import, or export restrictions that may apply to the Services to be provided by the Company, including any instances where any products, information or technology may be exported/imported to or from a country, to or from a party, or involving an end use that is restricted from such transaction under the above state applicable laws.

17.4 The Company shall make reasonable efforts to obtain the necessary Export Control Licences, but the parties acknowledge that the issuance of Export Control Licences is at the sole discretion of the relevant authorities. If any necessary Export Control Licence are delayed, denied or revoked, the Company shall notify the Customer thereof in writing as soon as reasonably

practicable, and the Company shall be entitled to a corresponding extension of the time for provision of the Services, and, in case any necessary Export Control Licence are denied or revoked, terminate the Contract, wholly or partly, without liability in relation to the Customer.

17.5 Should the Services or any product of the Company be subject to any Export Control Licences or any other United Kingdom or foreign governmental or court restrictions, the Customer undertakes to conform to and apply the from time to time valid terms of such Export Control Licences or restrictions.

18. Anti-Corruption

The Customer undertakes to comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 and the Foreign Corrupt Practices Act of 1977 (**"Anti-Corruption Laws"**) and that it shall not do, nor omit to do, any act that will lead to the Company being in breach of any of the Anti-Corruption Laws. The Customer shall:

18.1.1 comply with the Company's Anti-corruption policies as may be notified by the Company to the Customer and updated from time to time (**"Relevant Policies"**);

18.1.2 promptly report to the Company any request or demand for any undue financial or other advantage of any kind received by the Customer in connection with the performance of the Contract;

18.1.3 promptly notify the Company (in writing) if a foreign public official becomes an officer or employee of the Customer or acquires a direct or indirect interest in the Customer (and the Customer warrants that it has no foreign public officials as direct or indirect owners, officers or employees at the date of this Contract).

19. Notices

All notices to be served by one party on the other must be in writing and shall be deemed duly delivered or served at the time of service if delivered personally and forty-eight hours after posting if posted by first class or airmail pre-paid post in each case to the registered address, if applicable, or if not applicable the last known address of the other party.

20. No Waiver

No failure or delay by the Company to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same or of some other right, power or remedy. Waiver by either party hereto of a breach by the other party of any of the provisions of these Terms and Conditions shall not be deemed a waiver of future compliance therewith, and such provisions shall remain in full force and effect.

21. Governing Law

21.1 The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed under the laws of England and Wales.

21.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims).

ANNEX 1 - SERVICE SPECIFIC TERMS

Part A.

The following paragraphs shall apply to the supply of testing, analysis, assay, inspection, calibration and/or other similar services.

1. Delivery by the Customer to the Company of Samples and treatment of Samples / Customer property

a. The delivery to the Company by the Customer of any item for testing or calibration by the Company (a "**Sample**") or the delivery of any request by the Customer to the Company for the provision of any similar services shall, upon acceptance of that Sample or request by the Company, constitute an 'offer' (as referred to in sub-condition 1.4). If the Company begins such testing, calibration or similar services on that Sample, the offer shall be deemed to have been accepted by the Company and a Contract shall be formed.

b. The delivery by the Customer to the Company of a Sample shall occur under the Delivery Duty Paid ("**DDP**") Incoterm 2020© rules. Pursuant to the DDP rules, the Customer shall assume all responsibilities, risks and costs for the delivery of the Sample to the named place of destination agreed upon between the Company and the Customer in the Contract. The Customer shall be responsible for, but not limited to, (export and import) customs clearance and the payment of any duties and taxes until the Sample has reached its named place of destination.

c. Should a P/O number or equivalent reference be required for payment of any invoices, it is the responsibility of the Customer to ensure that this is provided at the time of the submission of samples. Any delays in providing a P/O number or reference or MSDS/other applicable safety data details will be subject to an administrative surcharge, (which will be multiplied for each item of missing information).

d. The Company shall receive the Sample at the named place of destination and may offer assistance to the Customer for the unloading of the Sample upon delivery.

e. In any event, the Company shall not bear any risks and costs nor assume any responsibilities in respect of the unloading process of the Sample at the named place of destination. The Company shall not be liable in respect of any costs or losses resulting from damage to or destruction of the Sample at the time of the unloading of the Sample.

f. Title to the Customer's property which is delivered to the Company and all risk of loss or damage to such property (except for loss or damage caused by the Company and for which and to the extent that the Company accepts liability under these Terms and Conditions) shall remain with the Customer at all times, who shall be responsible for effecting and maintaining its own insurance cover in relation thereto, it being hereby acknowledged by the Customer that the charges of the Company do not include insurance. The Company may retain all property delivered to it until all sums due and owing to the Company by the Customer have been paid.

g. If a Customer provides the Company with detailed instructions in writing as to the treatment and handling of particular items of a Sample or any other of its property, the Company will use its reasonable endeavours to comply with such instructions. The Customer shall inform the Company in writing prior to the Company carrying out any Service on a Customer site or Sample that is of a dangerous or unstable nature, as well as notify the Company of any actual or potential health & safety hazards relating to a Sample and arising from the Company's performance of the Services, and shall provide instruction on the safe visiting of the site or safe handling of the Sample. The Customer shall accept full responsibility for appropriate safety labeling pertaining to the Sample and any equipment provided to the Company by the Customer.

h. Where identification of asbestos is part of the scope of the Services to be provided by the Company to the Customer, the Customer must ensure all asbestos has been removed and/or is safely contained in every area to be visited by the Company's personnel during the visit to said premises.

i. When testing, analysis or other services are carried out, the Company shall not be liable in respect of any costs or losses resulting from damage to or destruction of any property belonging to the Customer unless the Customer notifies the Company in writing before delivery to the Company and the property itself delivered to the Company is clearly marked "Do Not Destroy or Damage". If such notice is given and the Customer's property is so marked, the Company's liability for damage to or destruction of the Customer's property (other than expressly set out in paragraph 1(e) is limited to the lesser of:
   i. the value of Customer's property; or
   ii. the cost of the Services performed on the damaged property pursuant to the Contract.

j. The Customer acknowledges and expressly agrees that, subject to paragraph 1(i), where the Contract specifies that the Services include non-destructive testing of the Sample, the performance of the Services may damage or destroy any and all Samples and any other materials or property delivered by the Customer to the Company in relation to the Contract. Under no circumstances will the Company be responsible for any additional costs or damages, including consequential damages and indirect costs or losses, resulting from destruction or loss of the Customer's property.

k. Unless specifically instructed to the contrary in writing by the Customer and agreed with the Company, the Company reserves the right to properly dispose of Customer's property after either three (3) months or six (6) months (as indicated in the Order or specified by the Company) from completion of the Services. The Company reserves the right to invoice the Customer for any costs of disposal. Where property of the Customer is, in the sole opinion of the Company, too bulky or too unstable to allow storage time of more than one month, it will be at the absolute discretion of the Company as to the length of time such property is kept before being destroyed.

2. Re-Delivery

a. The Company will, at the Customer's reasonable written request and at Customer's cost, deliver the Customer's property (other than that which is destroyed as part of the Services and/or any controlled drugs (if applicable)) back to the Customer after performing Services relating to that property. The Company may use any method of delivery that it reasonably decides and will do so as the agent of the Customer and will not have any liability in respect of any such item so delivered. The Company may at its discretion instruct any person delivering such property to the Customer to invoice that Customer directly in respect of that delivery and the Customer shall make any and all claims for property damaged in transit directly and solely against such delivery company or other person.

3. Output of Services, Use of Reports and certifications

a. The Customer expressly acknowledges and agrees that the Company gives no warranty that any result or objective can be achieved through the Services and that, where results are based on smaller scale tests and theoretical studies, results may require careful validation in order to be extrapolated to a production scale.

b. Should any unexpected or unforeseen scientific problems arise which affect the testing method(s) or technique(s) and the time scale of the Contract, the Company reserve the right to re-negotiate the 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.

c. Services will be conducted in accordance with the Company's laboratory quality management system and principles of either good manufacturing practices (cGMP), good laboratory practices (GLP) or ISO 17025 (as appropriate and identified in the Contract) based on standards and state of knowledge at the time the Services are provided.

d. Where agreed in the Contract, the Company will use reasonable endeavours to provide written information, results, technical reports, certificates, test or inspection records, drawings, recommendations, advice or the like in respect of the Services (the "**Report**") or certificate thereon to the Customer by any date agreed. Reports are issued on the basis of information known to the Company at the time that the Services are carried out. Although the Company will use all reasonable endeavours to ensure accuracy, the Services depend, inter alia, on the effective co-operation of the Customer, its staff and on the information submitted to the Company. All Reports are prepared on the basis that:
   i. there is no responsibility to any person or body other than the Customer;
   ii. they are not produced for any particular purpose and no statement is to be deemed, in any circumstances to be or give rise to a representation, undertaking, warranty or contractual condition unless specifically stated;
   iii. the Report is determined solely by the professional analysis undertaken by the Company's staff on each individual Contract and any forecasts by the Company of the results is an estimate only;
   iv. the Company is entitled to be paid the Consideration irrespective of the results or conclusions reached in the Report;
   v. the results of the Services shall address the items and information submitted only and are not to be regarded as representative of any larger population from which the Sample was taken; and
   vi. the results are final and approved by the Company. The Company shall be under no liability where the Customer has acted on preliminary, unapproved results or advice.

e. The Customer is responsible for reviewing Reports and evaluating the results to determine the impact on the safety, identity, strength, quality and/or purity of their Sample, product or test article. The draft Report will remain open for comments and approvals for 30 days (unless such other period is agreed by the Company) following the delivery of the first draft report, after which a final

revision will be issued. In relation to any radiography reports and film delivered or interpreted as part of the performance of the Services (if applicable), the Customer shall notify the Company, within fourteen (14) days from date of issue of such radiography reports and film, of any Customer or third party dispute concerning either the radiographic quality or interpretation of results. If the Customer does not so notify the Company within this fourteen (14) day period, the Customer will be deemed to have accepted the radiography reports and film, together with any interpretation of these, provided by the Company.

f. The Reports constitute confidential information that is to be protected and shall be used solely to:
   i. assist the Customer in completing its internal requirements and the Company in performing Services for the Customer;
   ii. comply with the Customer's requirements for the use of the data recited in the Reports and agreed with Company; or
   iii. as required by law or any regulatory body.

g. For the avoidance of doubt, Reports may not be shared with any other analytical laboratories or any companies working on analysis (including extractable and leachables testing and/or regulated consumer products).

h. The Customer hereby undertakes that it shall not:
   i. disclose a Report (or information contained within a Report) to any third party without the prior written consent of the Company;
   ii. replicate or present a Report except in full as delivered by the Company without the prior written consent of the Company; or
   iii. use a Report, or any portion thereof, in any manner that might reflect unfavorably upon the Company or any of its Group Companies, or which might be, or might include statements, interpretations or comments that could be, misleading or false or for any purpose other than that which the Report was instructed as was agreed with the Company in advance of the Report being instructed. For clarity, Company shall bear no duty of care or contractual liability to the Customer or to third parties in respect of uses not so disclosed. The Customer agrees to indemnify Company against any third party claims for any loss or injury arising out of any use not disclosed to Company.

i. When certification is granted in relation to any Services, the Company shall award a licence to the Customer to use the Company's certification mark(s) and logos for the certification validity period, subject to the applicable terms of use (as amended from time to time) which are issued with every certification and are available on request.

4. Court Proceedings / Expert Witness

a. Company will limit its activities to fields in which it has direct experience and knowledge. Unless otherwise agreed in the Contract, all results produced will be presented as either a factual certificate of analysis or as a study report where interpretations of analytical data are opinion-based industry scientific practice and current state of knowledge based on information supplied by the client and analytical data supplied by Company and/or its approved suppliers at the time. Unless the Quotation clarifies that the contracting party is not registered as an expert witnesses company, the Company 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 and will not undertake testing on products, samples or specimens for the purposes of supporting active litigation unless specifically agreed in writing.

b. Where the purpose for which the Report is instructed is to present or respond on a claim in a court of law and this has been agreed with the Company it shall be expressly set out in the Contract and the following provisions shall apply.
   i. If any aspect or element of the Services (including any Sample) is, or is likely to be, the subject of or relevant to legal proceedings, this fact must be notified to the Company in writing before the Services are carried out. If that fact is not disclosed to the Company at that stage, the Company may not, in its absolute discretion, be prepared to provide expert testimony.
   ii. In the event that the Customer requires the Company to present the results or findings of Services carried out by the Company in legal proceedings, the Customer shall pay to the Company such costs and fees for such presentations and the preparation thereof as the Company may charge to customers generally from time to time for such services and the Customer shall be liable for such costs in addition to the Consideration. All payments due to the Company shall be payable within the specified time irrespective of whether or not the Customer has recovered payment from a third party and, for the avoidance of doubt, but without prejudice to the generality of the foregoing, this includes payments of fees due to the Company acting as experts or as expert witnesses when instructed by solicitors acting for a party to a dispute. The Customer shall pay all such costs, whether or not the Company has closed the Customer's file in respect of the matter.

This paragraph shall survive termination of the Contract

Part B.

The following paragraphs shall apply to the supply of maintenance and/or other similar services.

a. Business Times
   i. Repairs and maintenance will be carried out during Company's normal business hours, 8.30am-5.00pm, Monday to Friday with the exception of public holidays. Deviations from these hours can be discussed and agreed on the spot with the Company's engineer and will carry an additional charge).
   ii. Company shall make commercially reasonable efforts to acknowledge repair or maintenance requests within 48 hours and to provide an estimated timeline for repair but shall not be liable for delay or failure in performance, however caused.

b. Place of Business
   i. Maintenance services will be carried out on the Customer's premises, unless in the opinion of Company's engineer, the work will be best affected at Company's premises.
   ii. The Customer agrees that the Company engineer shall have full and free access to the equipment, and the necessary time to complete their work. Customer will be responsible and liable to ensure that the Customer premises and the condition of the equipment contained therein, must comply with the Health and Safety at Work Act and any other special regulations application to the particular type of establishment.

c. Advance Notification
   i. Any specific faults or irregularities in the equipment must be notified to Company before a visit so that the engineer can ensure that they carry with them any additional parts which they believes necessary. If failure to notify Company of faults results in a wasted visit, any additional visit may be charged for, once the required parts are available. Request for repairs under the Contract must be made by a Customer representative with authority to make such a request. Company shall be entitled to

d. Responsibility of Company

Where agreed in a Quotation that Company shall perform maintenance services, Company shall, in return for payment of the costs outlined in below, (i) maintain the equipment in good operating condition; and (ii) furnish a full breakdown service during normal working hours. Company will use commercially reasonable endeavours be responsive to the maintenance needs of the Company, and shall (subject to the conditions of this Part B):
   i. Provide one preventative maintenance visit per year. Preventive maintenance may be scheduled and/or performed during the Company's normal business hours. Such preventive maintenance may be scheduled and/or performed concurrently with remedial services.
   ii. Where contracted to do so, will provide unlimited labour for the repair of instrumentation during the period of the Contract. This shall consist of Company personnel taking those actions, which in their opinion, are necessary to ensure proper equipment function.
   iii. Where contracted to do so, will provide all replacement parts for the repair of instrumentation during the period of the Contract. This shall consist of Company personnel, at their sole discretion, replacing or repairing items as necessary to ensure proper equipment function. All consumable items are excluded. Only standard parts or parts of equal quality shall be provided unless otherwise agreed.
   iv. Limit its maintenance support services to the equipment covered hereby and shall provide its service contingent upon the proper use of the equipment. Equipment modified without Company approval, or which has been subjected to unusual physical or electrical stress is not covered by the Contract.
   v. Normal daily maintenance, such as replacement of septa, ferrules and other similar items, is the responsibility of the Customer alone and does not form part of the Services.

e. Charges for maintenance and repairs
   i. The costs are as stated in the Quotation and include the following in relation to the Services:

ii. Regarding annual preventative maintenance - all labour, travel time, accommodation and travel costs as well as the supply of all materials excepting user replaceable, consumable items. Charges for preventative maintenance services provided outside of the normal working hours specified herein, shall be at the then prevailing Company standard labour rates. Company neither guarantees nor implies the availability outside normal working hours.

iii. Regarding breakdown visits - all labour, travel time, costs and overnight accommodation. User replaceable, consumable items are not included.

f. Exceptions

i. Services performed under these special terms shall be provided with the following exceptions:
   a. Where damage has occurred due to accident, neglect, misuse, incorrect supplies being used, willful damage, or any force of nature or riot;
   b. Where unauthorised alterations have carried out, including changes to specification;
   c. Failure to comply with technical and environmental conditions as specified by Company;
   d. Where Company is prevented from carrying out the Contract by union activities.

ii. These special terms do not cover the restoration to normal operation of equipment which has deteriorated as a result of misuse.

iii. Where instruments/parts fall outside of support of the OEM or are otherwise limited in availability, Company shall use commercially reasonable efforts to procure parts from third party sources but shall not be liable for any failure to procure or otherwise provide maintenance where this impacts provision.

Part C.

The following paragraphs shall apply to the supply of e-Learning services.

a. **Fair usage.** Company hereby grants each authorised user a limited, non-exclusive, non-sub licensable and non-transferable license to access the content and information available in the portal according to the provisions contained herein, and subject to the payment of the applicable fees by Company and adherence to the Contract. Whether the User receives access to 'premium content' or not depends on the membership plan. Each multi-user agrees that the platform may not be accessed by more than the authorized number of users purchased as set out in the Contract. An administrator selected by the Customer shall be designated to oversee and be responsible for management of the user accounts.

b. **Information on the Portal.** Whilst every effort is made to update the information contained on this portal, neither Company nor any third party or data or content provider make any representations or warranties, whether express, implied in law or residual, as to the sequence, accuracy, completeness or reliability of information, opinions, any share price information, research information, data and/or content contained on the portal (including but not limited to any information which may be provided by any third party or data or content providers) ("**information**") and shall not be bound in any manner by any information contained on the portal. Company reserves the right at any time to change or discontinue without notice, any aspect or feature of this portal. No information shall be construed as advice and information is offered for information purposes only and is not intended for trading purposes.

c. **Public Forums and User Submissions**. Company is not responsible for any material submitted to the public areas by users (which include bulletin boards, hosted pages, chat rooms, or any other public area found on the portal. Any material (whether submitted by any user) is not endorsed, reviewed or approved by Company. Company reserves the right to remove any material submitted or posted in the public areas, without notice, if it becomes aware and determines, in its sole and absolute discretion that user is are or there is the likelihood that it may, including but not limited to -defame, abuse, harass, stalk, threaten or otherwise violate the rights of other users or any third parties publish, post, distribute or disseminate any defamatory, obscene, indecent or unlawful material or information; post or upload files that contain viruses, corrupted files or any other similar software or programs that may damage the operation of Company's and/or a third party's computer system and/or network; violate any copyright, trademark, other applicable laws or intellectual property rights of Company or any other third party; submit contents containing marketing or promotional material which is intended to solicit business.

d. **External links** may be provided for your convenience, but they are beyond the control of Company and no representation is made as to their content. Use or reliance on any external links and the content thereon provided is at your own risk. When visiting external links you must refer to that external websites terms and conditions of use. No hypertext links shall be created from any website controlled by you or otherwise to this website without the express prior written permission of Company.

Part D.

The following paragraphs shall apply to the supply of Training courses and Consultancy services.

a. **Booking**. Prior to booking any training course or consultancy services, please read the course outline supplied to ensure it will meet any requirements and that you are able to meet any specified pre-requisites. 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. Purchase Orders may be accepted in lieu of payment at time of booking at Company's sole discretion. Acceptance of Purchase Orders is subject to Company'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. Company's acceptance of a 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 particular order or correspondence will not form part of the contract.

b. **Invoicing and payment**. 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.

c. **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 Company to cancel the course or consultancy. In the event of there being insufficient numbers booked onto a course Company reserves the right to cancel or postpone the course. Company will aim to provide as much notice and reasoning behind this and will offer alternative solutions where possible. For onsite training courses and consultancies, Company 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 Company staff who will also advise on expected duration and timings for the course/consultancy. In the event that the individual named on the booking cannot attend (for off-site booking), Company 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.

d. **Cancellation by Company**. In the event of cancellation of a course by Company, Company will endeavour to inform all participants a minimum of one week before the course is due to take place (but this is not always possible); in such instance all course fees paid will either be reimbursed or transferred to another Company course. For clarity, Company 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.

e. **Cancellation by Customer.** In the event of Cancellation, an appropriate cancellation charge will apply and be payable by Customer based on the cost of booking, as follows:

Cancellation charge : Calendar days' notice before the start date of the on-site course

- 30 calendar days or more : 20% of course cost
- Between 15 and 29 calendar days (inclusive): 50% of course cost
- Between 1 and 14 calendar days (inclusive) : Full amount of course cost.

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