

# Project Terms and Conditions

24 February 2026

The Customer’s attention is particularly drawn to the exclusions and limitations of liability at Condition 9.

## 1. DEFINITIONS AND INTERPRETATION

In these Conditions:

1.1. the following words and expressions have the following meanings and, in addition, any words and expressions defined in any Condition will have the same meaning when used in any other Condition:

“Acceptance”	occurs when a Deliverable (or collection of Deliverables, as applicable) is Accepted
“Acceptance Criteria”	the acceptance criteria set out the Acceptance Document
“Acceptance Document”	the plan agreed between the parties in writing which sets out the Acceptance Tests and Acceptance Criteria applicable to any Deliverables
“Acceptance Tests”	the Factory Acceptance Tests and/or Site Acceptance Tests (as applicable) in respect of a System and/or any other Deliverables as set out in the relevant Acceptance Document
“Accepted”	a Deliverable is “Accepted” when that Deliverable (or collection of Deliverables, as applicable) is:  (a) accepted by the Customer issuing its written acceptance; and/or  (b) deemed to be accepted,  in accordance with Condition 5 (Acceptance Testing) in respect of the Site Acceptance Tests
“Business Day”	a day that is not a Saturday, Sunday or public or bank holiday in England and/or Wales
“Charges”	the charges for the Project Services set out in the Order Acknowledgement
“Components”	any Systems, part(s) of a System and/or any spare parts for a System provided by Labman
“Contract”	the Contract between Labman and the Customer in accordance with Condition 2.1

<b>“Critical Observation”</b>	a material error, fault or defect affecting any element or part of the Deliverables which causes that element or part to fail to materially comply with the Specification and which arises through the default of Labman
<b>“Customer”</b>	the customer for the Project Services as set out in the Order
<b>“Customer Infrastructure”</b>	the power supply, hardware, electrical equipment, electronic communications, networking and other electromagnetic equipment, cabling, systems and/or software at the Site(s) and/or with which the Deliverables are intended to operate
<b>“Deliverable”</b>	each Component and such deliverables and outputs from the Project Services which are to be prepared, developed and/or provided by Labman under the Contract as identified as a deliverable in the Formal Quotation
<b>“Factory Acceptance Tests”</b>	the Acceptance Tests to be conducted in respect of a Deliverable (or collection of Deliverables, as applicable) at Labman’s premises as identified as such in the Acceptance Document
<b>“Formal Quotation”</b>	the written quotation document issued by Labman which sets out the Project Services that Labman is offering to provide to the Customer
<b>“Insolvency Event”</b>	has the meaning given in Condition 11.3
<b>“Labman”</b>	Labman Automation Limited (registered number 02765790) whose registered office is at Seamer Hill, Stokesley, North Yorkshire, TS9 5NQ
<b>“Liability”</b>	liability arising out of or in connection with the Contract, whether in contract, tort, misrepresentation, restitution, under statute or otherwise, including any vicarious liability and any liability arising from a breach of, or a failure to perform or defect or delay in performance of, any of a party’s obligations under the Contract and/or any defect in any of the Deliverables and/or any spare parts provided by Labman, in each case howsoever caused including if caused by negligence
<b>“Observation”</b>	an error, fault or defect affecting any element or part of the Deliverables which arises through the default of Labman
<b>“Order”</b>	the Customer’s order for the supply of services in response to Labman’s Formal Quotation
<b>“Order Acknowledgement”</b>	Labman’s written acceptance of the Order set out in its standard order acknowledgement form
<b>“Product Liability”</b>	Liability for, but not arising from, death, personal injury, damage to and/or loss or destruction of tangible property (excluding data) caused by one or more Deliverables (but not damage or loss to or defects in a Deliverable (or collection of Deliverables) itself nor

Liability for any recall, repair, alteration, replacement or re-instatement of the Deliverables or any product into which any Deliverable is incorporated)

<b>“Project Plan”</b>	the plan for the provision of System Build Services, performance of the Acceptance Tests and supply of the related Project Services agreed between the parties in writing, as that plan may be modified from time to time in accordance with Conditions 4.4 and/or 4.10
<b>“Project Services”</b>	the consultancy, design, proof-of-concept, delivery, System Build Services and/or training services to be supplied by Labman under the Contract as set out in the Formal Quotation
<b>“Project Start Date”</b>	the proposed start date for commencement of the relevant Project Services as notified to the Customer by Labman in writing prior to commencement of the Project Services
<b>“Site(s)”</b>	the premises at which the Deliverables will be delivered, as set out in the Formal Quotation or otherwise approved by Labman in writing
<b>“Site Acceptance Tests”</b>	the Acceptance Tests to be conducted in respect of a Deliverable (or collection of Deliverables, as applicable) at the relevant Site as identified as such in the Acceptance Document
<b>“Specification”</b>	the technical specification for the Deliverables as set out in the Formal Quotation
<b>“System”</b>	an end-to-end robotics system to be delivered by Labman to the Customer comprising of one or more Components and/or Deliverables
<b>“System Build Services”</b>	Project Services to build, install, implement and/or configure a System
<b>“Taxes”</b>	any taxes, levies, imposts, duties, tariffs, charges or similar payments imposed by any statutory, governmental, international, state, federal, provincial, local or municipal authority, agency, body or department whatsoever (including value added tax or sales tax), in each case as imposed in any country in the world
<b>“Third Party Components”</b>	each Component that is not manufactured by Labman (which includes any parts, consumables and/or other items provided by the Customer)
<b>“Warranty Period”</b>	the warranty period applicable to Deliverables, excluding Third Party Components, being 12 months starting on and including the Warranty Start Date
<b>“Warranty Start Date”</b>	the date on which Site Acceptance Tests are first due to commence in accordance with the Acceptance Document or as

otherwise notified by Labman in writing (or where no Acceptance Tests are specified for the relevant Component(s), the earliest date on which the Components are Delivered or first made available to the Customer)

- 1.2. references to a “person” include any individual, body corporate, association, partnership, firm, trust, organisation, joint venture, government, local or municipal authority, governmental or supra-governmental agency or department, state or agency of state or any other entity (in each case whether or not having separate legal personality);
- 1.3. all headings are for ease of reference only and will not affect the construction or interpretation of these Conditions; and
- 1.4. any words following the words “include”, “includes”, “including”, “in particular” or any similar words or expressions will be construed without limitation and accordingly will not limit the meaning of the words preceding them and the ejusdem generis rule will not apply.

## **2. CONTRACT FORMATION**

- 2.1. The Order constitutes an offer by the Customer to receive the Project Services and, where applicable, the Deliverables from Labman on these Conditions. A contract for the supply of Project Services and, where applicable, Deliverables by Labman to the Customer on these Conditions will be formed when Labman accepts the Order by: (i) issuing a written acknowledgement of the Customer’s Order; or (ii) commencing performance of the Project Services and/or delivering a Deliverable (whichever the earlier). For the avoidance of doubt, Labman is under no obligation to accept the Order.
- 2.2. These Conditions are the only terms and conditions on which Labman will supply services to the Customer and will apply to the exclusion of all other terms and conditions including any terms and conditions which the Customer purports to apply under any purchase order, confirmation of order or similar document (whether or not such document is referred to in the Contract) and any terms and conditions which may otherwise be implied by trade, custom, practice or course of dealing.
- 2.3. Any quotation given by Labman will constitute an invitation to submit an Order and not an offer capable of acceptance and may be withdrawn by Labman at any time.

## **3. CONTRACT TERM**

- 3.1. Subject to Condition 11, the Contract will commence on the Project Start Date and will continue until the expiry of the Warranty Period.

## **4. PROJECT SERVICES**

- 4.1. Subject to the remaining provisions of this Condition 4 and the Customer's payment of the relevant Charges, Labman will provide the Project Services and deliver the Deliverables as specified in the Formal Quotation.
- 4.2. Labman reserves the right, as Labman will in its discretion determine, to make an improvement, substitution or modification in the specification of any element or part of the Deliverables and/or Project Services at any time provided that such improvement, substitution or modification will not materially worsen the performance of the Deliverables and/or Project Services.
- 4.3. Each party will perform its obligations set out in the Project Plan and will use reasonable endeavours to do so in accordance with the dates for performance set out in the Project Plan but time for performance of:
  - 4.3.1. the Project Services; and/or
  - 4.3.2. delivery or Acceptance of the Deliverables,will not be of the essence.
- 4.4. If the Customer fails to perform any of its obligations by the relevant date for performance set out in the Project Plan, the date for performance by Labman of any obligations which relate to and/or are dependent on such performance by the Customer will be extended by a period which is equal to the period of the Customer's delay.
- 4.5. Without prejudice to Conditions 4.3 and 4.4, if the supply of the Deliverables and/or Project Services is delayed as a result of any delay by the Customer in performing its obligations under the Project Plan or the Contract:
  - 4.5.1. Labman will be entitled to recover all additional costs and expenses that it reasonably incurs as a result of that delay; and
  - 4.5.2. Labman will continue to invoice and the Customer will continue to pay the Charges in accordance with Condition 7, save that all payments which are triggered by the occurrence of a particular milestone will be invoiced and paid by reference to the date on which that milestone would have been achieved but for the Customer's delay rather than the date on which that milestone is actually achieved.
- 4.6. Where specified in the Formal Quotation, Labman will carry out Factory Acceptance Testing of the Deliverables before delivering them to the relevant Site(s). The Customer will attend and participate in Factory Acceptance Tests on such date(s) as set out in the relevant Project Plan and/or as otherwise requested by Labman giving reasonable notice to the Customer in writing.
- 4.7. The Customer will:
  - 4.7.1. ensure that each element of the Customer Infrastructure is installed and functioning correctly; and

4.7.2. prepare the relevant Site(s) in accordance with any requirements notified to the Customer by Labman in advance,

before the Deliverables are delivered to the relevant Site(s).

4.8. The Customer acknowledges that the Customer Infrastructure that is at the Site(s) and/or is connected to the Deliverables may affect the performance of the Deliverables.

4.9. Without prejudice to Condition 4.7, the Customer is solely responsible for preparing and maintaining the Site(s) as a suitable environment for the delivery, installation and operation of the Deliverables, including providing appropriate space, access, lifting and/or manual handling equipment, power, pressurised or compressed air, cooling facilities, network equipment, communications services and such other requirements as notified to the Customer (in the relevant Formal Quotation, Project Plan and/or otherwise by Labman in writing) for the proper use of the Deliverables and ensuring that they are used and operated in an appropriate manner.

4.10. The Customer acknowledges that (as applicable) the Project Plan, Acceptance Document and Charges are based on the assumptions set out in the Project Plan, Acceptance Document and Formal Quotation (as applicable) and agrees that, any of those assumptions being or become incorrect, may result in a delay in the performance of Labman's obligations under the Contract and/or will entitle Labman to increase the Charges.

4.11. Except as otherwise expressly stated in the Formal Quotation, to the extent that Labman has documented Charges for the system build, delivery, installation and/or implementation of Deliverables in the Formal Quotation prior to the completion of Project Services for the design and/or proof-of-concept for such Deliverables, such Charges are estimates only. Following completion of the relevant design and/or proof-of-concept Project Services, Labman will provide details of the actual Charges for the system build, delivery, installation and/or implementation of Deliverables and such Charges will be subject to the Customer's written agreement.

## 5. ACCEPTANCE TESTING

5.1. Following delivery and installation of Components as agreed in an Acceptance Document, the parties will carry out the applicable Acceptance Tests as set out in the Acceptance Document. An Acceptance Test will be recorded as successful where all relevant Acceptance Criteria are met in all material respects. Any Observation which is not a Critical Observation will be disregarded for the purpose of determining whether the Acceptance Tests are recorded as successful or unsuccessful and references to Acceptance Tests being recorded as successful or unsuccessful within the meaning of Condition 5.1 will be construed accordingly.

5.2. The Customer will promptly confirm its acceptance in writing for each element of the Deliverables upon the relevant Acceptance Tests being recorded as successful within the meaning of Condition 5.1. If the Customer does not confirm its acceptance within five (5) Business Days of the relevant Acceptance Tests being recorded as successful, then the

Customer's acceptance will be deemed to have been issued and the relevant Deliverable(s) will be deemed to be accepted.

- 5.3. Labman will use reasonable endeavours to remedy any Critical Observations discovered during performance of the Acceptance Tests within a reasonable timeframe.
- 5.4. If any of the Acceptance Tests are not recorded as successful (in whole or in part) within the meaning of Condition 5.1 the Customer will be entitled to authorise that the relevant Acceptance Tests be deemed to be recorded as successful, provided that Labman uses reasonable endeavours to remedy in accordance with Condition 5.3 and within a period to be agreed by the parties the Critical Observations which caused the relevant Acceptance Tests to be recorded as unsuccessful, so that such Acceptance Tests can, in fact, be recorded as successful. If the Customer gives authorisation in accordance with this Condition 5.4, the Customer's acceptance in writing for the relevant element of the Deliverables will be deemed to have been issued.
- 5.5. If, without the prior written agreement of Labman:
  - 5.5.1. the Customer prevents, or does not provide the support necessary to facilitate, Labman carrying out the Acceptance Tests (or the relevant parts of them) within a period of five (5) Business Days starting on the relevant date proposed by Labman in accordance with the Acceptance Document; or
  - 5.5.2. the Deliverables (or any part of them) are put into operational use (other than for testing or rehearsal purposes) by the Customer before the relevant Acceptance Tests are recorded as successful,then the Customer's acceptance will be deemed to have been issued and the relevant Deliverable(s) will be deemed to be accepted.
- 5.6. If the Acceptance Tests carried out in accordance with Condition 5.1 are recorded as unsuccessful within the meaning of Condition 5.1, the parties will repeat them up to a maximum of three times and Conditions 5.1 to 5.5 will apply to such repeat Acceptance Tests.
- 5.7. If any of the Acceptance Tests are recorded as unsuccessful within the meaning of Condition 5.1 on the third retest, the Customer will, within five (5) Business Days of the relevant Acceptance Tests being recorded as unsuccessful:
  - 5.7.1. give written notice to Labman that it wishes to accept the Deliverables at such reduced Price as may be agreed between the parties; or
  - 5.7.2. reject the Deliverables and terminate the Contract in accordance with Condition 11.1.

## 6. DELIVERY, PASSING OF RISK AND TITLE

- 6.1. In connection with the Project Services, Labman may deliver Components to the address specified in the Formal Quotation and, unless otherwise specified in the Formal

Quotation, the Customer will be responsible for off-loading the Component(s) from the delivery vehicle. Labman will inform the Customer in advance of the date on which the Components(s) are expected to be delivered. Delivery of Components (“**Delivery**”) will be deemed to occur when they arrive at the delivery address. Where Components are specified in the Formal Quotation as being delivered DAP (Delivery At Place) Incoterms 2020, to the extent only of any conflict or inconsistency between Incoterms 2020 and these Conditions, Incoterms 2020 will take precedence.

- 6.2. Risk of damage to or loss of each Component will pass to the customer on Delivery.
- 6.3. Legal and beneficial ownership of the Deliverables will not pass to the Customer until Labman has received in full in cleared funds all sums due to Labman in respect of the Deliverables. Once Labman has delivered the Deliverables to the Customer, Labman will be entitled to recover payment for the Deliverables (including by way of an action for the price) notwithstanding that ownership of any of the Deliverables has not passed from Labman. Labman may, by giving written notice to the Customer, pass legal and beneficial ownership of the Deliverables (or any of them) to the Customer at any time.
- 6.4. Subject to Condition 6.8, the Customer may use the Deliverables in the ordinary course of the Customer’s business before ownership has passed to the Customer.
- 6.5. The Customer’s right to possession and use of the Deliverables will terminate immediately if, before ownership of the Deliverables passes to the Customer in accordance with Condition 6.3:
  - 6.5.1. the Customer is the subject of an Insolvency Event or fails to pay any sum due under the Contract on or before its due date;
  - 6.5.2. the Customer is in breach of any of its obligations under the Contract or any other contract between the parties or the Contract expires or terminates for any reason; or
  - 6.5.3. the Customer encumbers or in any way charges any of the Deliverables.
- 6.6. The Customer grants, and will procure that the owner of any third party premises grants, Labman, Labman’s agents, employees and sub-contractors an irrevocable licence at any time to enter any premises where the Deliverables are or may be stored in order to inspect them, or, where the Customer’s right to possession and use has terminated, to recover them.
- 6.7. If the Customer’s right to possession and use of the Deliverables terminates in accordance with Condition 6.5, Labman may issue the Customer with a credit note for all or any part of the price of the Deliverables together with VAT thereon.
- 6.8. In some cases, Deliverables will automatically disable after a certain timeframe unless an enabling key is deployed to enable continued use of the relevant Deliverable(s). The availability of the enabling keys and the Customer’s right of continued access to such Deliverable(s) is conditional on the Customer’s compliance with the terms of the Contract, including the Customer’s payment obligations.

6.9. Labman's rights contained in this Condition 6 will survive expiry or termination of the Contract however arising.

## **7. PRICE AND PAYMENT**

7.1. The Charges are exclusive of any Taxes, which will be payable in addition in the manner and at the rate prescribed by law from time to time.

7.2. If the Customer is required by law to make any deduction or withholding on account of any Taxes from any payment to be made to Labman under the Contract, then the amount payable will be increased by such sum as will ensure that after the deduction or withholding has been made Labman receives a net amount equal to the full amount that Labman would have received had no such deduction or withholding been required.

7.3. Labman will be entitled to invoice its Charges for Project Services and Deliverables as set out in the Formal Quotation or, if not specified in the Formal Quotation, at any time after delivery of the relevant Project Services or Deliverables.

7.4. Each invoice will be payable by the Customer within thirty (30) days following the date on which the invoice is issued. The Customer will make all payments in the currency specified in the Formal Quotation (or, if no currency is specified, in pounds sterling) in available cleared funds by electronic transfer to such bank account as Labman may nominate from time to time.

7.5. If the Customer fails to make any payment due to Labman under the Contract on or before the due date Labman will be entitled to withhold further provision of Deliverables and to suspend provision of the Project Services until that payment has been made.

7.6. If the Customer fails to make any payment due to Labman under the Contract on or before the due date or an Insolvency Event occurs, all invoices issued will immediately become due and payable.

7.7. Save as otherwise expressly provided in these Conditions or required by law, all payments to be made by the Customer to Labman under the Contract will be made in full and without any set-off or any deduction or withholding including on account of any counter-claim.

## **8. WARRANTIES**

### **Project Services**

8.1. Labman warrants to the Customer that it will provide the Project Services with reasonable care and skill. Subject to Condition 9.5, Labman's only Liability for breach of this warranty will be, at Labman's option, to reperform the relevant Project Services (or part thereof) or refund such part of the Charges paid in respect of the relevant Project Services as is reasonable in the circumstances.

### **Deliverables**

- 8.2. Subject to Condition 8.3, Labman warrants to the Customer that at the time of delivery (or, to the extent that the relevant Deliverables are subject to Acceptance Tests, upon Acceptance), Deliverables (excluding any Third Party Components) will:
- 8.2.1. conform in all material respects to the relevant Specification; and
  - 8.2.2. be free from material defects in design, materials or workmanship.
- 8.3. Subject to Condition 9.5, Labman provides no warranty and Labman excludes all Liability (including in respect of faults, performance issues or failures) for all Third Party Components, and each Third Party Component is provided by Labman as a third party product "as is", save that Labman will:
- 8.3.1. to the extent reasonably practicable pass-on the benefit of any available manufacturer warranties or guarantees provided in respect of such Third Party Components; and
  - 8.3.2. provide reasonable cooperation to facilitate coordination with third party manufacturers of such Third Party Components to resolve applicable faults.
- 8.4. Without prejudice to Conditions 8.2 or 8.3, Labman gives no warranty, condition or representation in respect of the operability or functionality of the Deliverables alongside any third party software, systems, hardware, equipment, data or materials.
- 8.5. If there is a breach of the warranty at Condition 8.2 in respect of a Deliverable, the Customer will:
- 8.5.1. give Labman written notice of the breach, such notice to be given:
    - 8.5.1.1. in respect of any breach that should be apparent from a visual inspection of the relevant Deliverable, within ten (10) Business Days from and including the date of Acceptance; or
    - 8.5.1.2. in respect of any other breach, within ten (10) Business Days after the Customer becomes aware of the breach and prior to expiry of the Warranty Period;
  - 8.5.2. at Labman's option either return to Labman (at Labman's cost) the relevant Deliverable or permit Labman or its agent or sub-contractor to inspect it at the Site;
  - 8.5.3. provide Labman with all information and assistance which it may reasonably require to investigate the alleged breach; and
  - 8.5.4. where instructed by Labman, not use the relevant Deliverable(s) after becoming aware of the breach.
- 8.6. Subject to Condition 9.5, Labman's only Liability for breach of the warranty at Condition 8.2 will be, at Labman's option, to repair or replace the relevant Deliverable(s) or refund

such part of the Charges paid in respect of the relevant Deliverable(s) as is reasonable in the circumstances.

- 8.7. Within ten (10) Business Days of Labman receiving written notice of a breach of the warranty at Condition 8.2, Labman will provide the Customer with a plan setting out Labman's proposal to repair or replace (if applicable) the affected Deliverable(s) within a reasonable timeframe.
- 8.8. The Customer's only remedy for breach of the obligations at Condition 8.6 will be in damages.
- 8.9. Subject to Condition 9.5, Labman will not have any Liability for a breach of the warranty at Condition 8.2 if:
  - 8.9.1. notice of the breach was not given to Labman in accordance with the relevant timescale as set out in Condition 8.5.1;
  - 8.9.2. the Customer does not comply with any of the Customer's obligations at Conditions 8.5.2, 8.5.3 or 8.5.4 in respect of the breach; or
  - 8.9.3. the breach or the circumstances giving rise to the breach was drawn to the Customer's attention before formation of the Contract or the Deliverable was (or Components were) examined by the Customer before formation of the Contract and the examination ought to have revealed the breach or circumstances.
- 8.10. The Customer acknowledges that, without limitation, Observations relating to any Deliverable(s) are not to be taken as evidence of a breach of the warranty at Condition 8.2 where:
  - 8.10.1. caused by damage after Delivery;
  - 8.10.2. caused by fair wear and tear; or
  - 8.10.3. caused or exacerbated by:
    - 8.10.3.1. improper or unauthorised use, handling, alteration, installation, integration, repair, maintenance, storage and/or misuse, neglect or accident;
    - 8.10.3.2. use of non-compatible consumables with any Deliverable(s);
    - 8.10.3.3. use of any Deliverable(s) with any third party software, systems, hardware, equipment, data or materials; or
    - 8.10.3.4. failure to comply with documentation, instructions or training provided with the Deliverable(s).

#### **Exclusion of Implied Terms**

8.11. Subject to Condition 9.5, all warranties, conditions and other terms implied by law (whether by statute, common law or otherwise) are excluded from the Contract.

## 9. EXCLUSIONS AND LIMITATIONS OF LIABILITY

9.1. Subject to Conditions 9.4 and 9.5, Labman's:

9.1.1. maximum aggregate Product Liability will be limited to an amount equal to the greater of:

9.1.1.1. one hundred percent (100%) of the total Charges paid by the Customer under the Contract; and

9.1.1.2. one million pounds sterling (£1,000,000); and

9.1.2. maximum aggregate Liability, but excluding any Product Liability, will be limited to an amount equal to one hundred percent (100%) of the total Charges paid by the Customer under the Contract.

9.2. Subject to Condition 9.5, the Customer's maximum aggregate Liability will be limited to an amount equal to one hundred percent (100%) of the total Charges paid and/or payable under the Contract. This cap will not operate to limit or restrict the Customer's obligations to pay the Charges or related interest payments. The Charges and related interest payments will not count towards this cap.

9.3. Subject to Conditions 9.4 and 9.5, neither party will have Liability to the other:

9.3.1. in each case whether direct, indirect or consequential, for any: (i) loss of profit or revenue (save for Labman's right to recover all Charges in full); (ii) loss of use or production; (iii) loss of opportunity; (iv) loss of goodwill; (v) loss of reputation; (vi) loss of anticipated savings; (vii) loss of use or value of any data or software; (viii) wasted management, (ix) loss of operational or other time; or (x) wasted expenditure; or

9.3.2. for any indirect, consequential or special loss.

9.4. Labman will not be in breach of the Contract or otherwise liable to the Customer for any failure to perform or delay in performing Labman's obligations under the Contract if such failure or delay is due to any event or circumstance beyond Labman's reasonable control.

9.5. Nothing in the Contract will operate to exclude or restrict any Liability of a party:

9.5.1. that cannot be excluded or restricted in the Contract in respect of death or personal injury resulting from negligence by operation of applicable laws;

9.5.2. for fraud or fraudulent misrepresentation (by the party or on its behalf);

9.5.3. for breach by Labman of any terms implied by applicable law that:

- 9.5.3.1. Labman has a right to sell the Deliverable(s);
  - 9.5.3.2. the Deliverable(s) are free from any undisclosed charges or rights benefitting Labman or a third party; and/or
  - 9.5.3.3. except for any disclosed charges or rights, the Customer will have undisturbed possession of the Deliverable(s); or
- 9.5.4. for any matter for which it is not permitted by law to exclude or limit, or to attempt to exclude or limit, its liability.

Any Liability of a party which falls within Condition 9.5 will not be taken into account in assessing whether any of the financial limits in Conditions 9.1 or 9.2 has been reached.

- 9.6. Nothing in this Condition 9 will prevent or restrict the right of a party to seek injunctive relief or specific performance or other discretionary remedies of the court.
- 9.7. The exclusions from and limitations of liability set out in this Condition 9 will be considered severally. The invalidity or unenforceability of any one sub-clause or clause will not affect the validity or enforceability of any other sub-clause or clause and they will be considered severable from each other.

## 10. CUSTOMER OBLIGATIONS

- 10.1. The Customer will, without prejudice to Conditions 4.7 and 4.9,:
- 10.1.1. provide Labman with all information and assistance as it may reasonably require from time to time to perform its obligations or exercise its rights under the Contract;
  - 10.1.2. provide all necessary access to the Site(s), Customer Infrastructure and Deliverables to enable Labman to comply with its obligations under the Contract;
  - 10.1.3. take all necessary precautions to protect the health and safety of Labman personnel whilst they are at the Site(s);
  - 10.1.4. provide all: (a) electricity, telecommunications facilities, stationery and other consumables; (b) materials and apparatus; and (iii) safe facilities, in each case as necessary for the proper performance of Labman's obligations under the Contract, including such accommodation and office and car parking spaces as is required by Labman at the Site(s);
  - 10.1.5. maintain its own complete, up to date, reproducible and accurate backup copies of all Customer data, programs and electronic records (including scientific and results data);
  - 10.1.6. comply with Labman's specified operating and trouble-shooting procedures as notified by Labman from time to time;

- 10.1.7. ensure that all information which the Customer provides to Labman (including in relation to fault reports) is accurate, adequate and complete;
  - 10.1.8. notify Labman within 24 hours of any discussions, negotiations or proposals with any of its creditors in relation to a debt or debts owed to any of them or any discussions relating to the Customer's insolvency;
  - 10.1.9. ensure that all spare parts provided by Labman are suitably stored prior to use and comply with all operating instructions applicable to spare parts and not use any spare parts for a purpose other than as identified in the Specification or otherwise approved by Labman in writing;
  - 10.1.10. not use any spare parts provided by Labman in any way that infringes any person's rights or is illegal or unlawful in any relevant country;
  - 10.1.11. not remove or alter any trade marks, patent numbers, serial numbers, labels or other identifying marks on the Deliverables and/or any spare parts provided by Labman;
  - 10.1.12. not alter, modify or seek to reverse engineer the Deliverables and/or any spare parts provided by Labman in any way without Labman's express prior written approval;
  - 10.1.13. not remove from Deliverables, spare parts provided by Labman or their packaging any instructions or warnings provided by Labman; and
  - 10.1.14. promptly give Labman written notice of any dispute the Customer is involved in and any claim or complaint made against the Customer in respect of any Deliverables and/or any spare parts provided by Labman.
- 10.2. Notwithstanding any other term of the Contract, Labman will not be in breach of the Contract to the extent that its failure to perform or delay or defect in performance of its obligations under the Contract arises as a result of:
- 10.2.1. any breach by the Customer of its obligations contained in the Contract;
  - 10.2.2. Labman relying on any incomplete or inaccurate data provided by a third party; or
  - 10.2.3. Labman complying with any instruction or request by the Customer or one of its employees or contractors.

## 11. TERMINATION

- 11.1. Without limiting Condition 11.2, either party may terminate the Contract immediately by giving written notice to that effect to the other party if the other party commits a material breach of the Contract which:
  - 11.1.1. cannot be remedied; or

11.1.2. can be remedied but the other party fails to remedy that breach within thirty (30) days of a written notice setting out the breach and requiring it to be remedied.

11.2. Labman may terminate the Contract immediately by giving written notice to that effect to the Customer if the Customer fails to make any payment due to Labman under the Contract on or before the due date.

11.3. Labman may terminate the Contract immediately by giving written notice to that effect to the Customer if

11.3.1. the Customer has a monitor, receiver of any kind, administrator or provisional liquidator appointed in respect of it or its business;

11.3.2. any person (including the Customer) takes any step or action to appoint a monitor or administrator in respect of the Customer;

11.3.3. the Customer passes a resolution in respect of its winding-up or has a winding up order made by a court in respect of it;

11.3.4. the Customer or any other person proposes or the Customer enters into any composition or arrangement with creditors;

11.3.5. the Customer ceases to carry on business;

11.3.6. the Customer is the subject of anything analogous to any of the events referred to above under the laws of any applicable jurisdiction or is the subject of any proceeding in any Member State of the European Union which is capable of recognition under the EC Regulation on Insolvency Proceedings (EC 1346/2000) or the EU Regulation on Insolvency Proceedings (Recast) (EU 2015/848) as those regulations are enacted by an institution of the European Union and as amended from time to time or are the subject of an application for the recognition of a foreign insolvency proceeding under the Cross-Border Insolvency Regulations 2006 (SI 2006/1030),

(each an “**Insolvency Event**”). The Customer will notify Labman immediately upon the occurrence of any such event or circumstance.

11.4. Following expiry or termination of the Contract:

11.4.1. Labman will be entitled to invoice all Charges and any costs incurred which have not yet been invoiced;

11.4.2. all invoices (including any invoices issued under Condition 11.4.1) will become immediately due and payable by the Customer;

11.4.3. the Customer will return Labman’s Confidential Information to Labman within ten (10) Business Days of Labman sending a written request requesting for it to be returned;

11.4.4. any Conditions which expressly or impliedly continue to have effect after expiry or termination of the Contract will continue in force; and

11.4.5. all other rights and obligations will immediately cease without prejudice to any rights, obligations, claims (including claims for damages for breach) and liabilities which have accrued prior to the date of expiry or termination.

## 12. CONFIDENTIALITY

12.1. Each party will, subject to Conditions 12.2 and 14.9:

12.1.1. only use the other party's Confidential Information for the purpose of performing its obligations and exercising its rights under the Contract;

12.1.2. keep the other party's Confidential Information secret, safe and secure; and

12.1.3. not disclose the other party's Confidential Information to any other person.

12.2. Each party may disclose the other party's Confidential Information:

12.2.1. to the extent required by law, by an order of a court of competent jurisdiction or by any securities exchange, listing authority, governmental or regulatory authority to which it is subject or to which it submits; and

12.2.2. to those of its officers, directors, employees and professional advisers and, in the case of Labman, its agents and sub-contractors, who need access to that Confidential Information so that it can perform its obligations and exercise its rights under the Contract. A party disclosing the other party's Confidential Information under this Condition 12.2.2 will procure that each person to whom it discloses that Confidential Information will not do or omit to do anything which if done or omitted to be done by that party would be a breach of this Condition 12.

12.3. For the purposes of this Condition 12, "**Confidential Information**" means the terms of the Contract and any information that relates to a party and which is directly or indirectly disclosed or made available to the other party in connection with the Contract and any trade secret where the trade secret holder is the party disclosing the trade secret, but excluding information that:

12.3.1. is at the relevant time in the public domain (other than by virtue of a breach of this Condition 12); or

12.3.2. was received by the other party from a third party who did not acquire it in confidence.

12.4. Each party acknowledges and agrees that damages alone would not be an adequate remedy for breach of this Condition 12 by that party. Accordingly, the other party will be entitled, without having to prove special damages, to equitable relief (including injunction and specific performance) and to any remedies available to a trade secret holder for any breach or threatened breach of this Condition 12 by the first party.

## 13. NOTICE

13.1. Any notice to be given by either party to the other:

13.1.1. must be in writing in the English language and:

13.1.1.1. sent by pre-paid next-day delivery service or airmail post to the party's registered office or such other address as such party may from time to time have notified to the other in writing;

13.1.1.2. sent by e-mail to the other party's e-mail address as set out in the Formal Quotation; and

13.1.2. will be deemed to have been delivered at:

13.1.2.1. 9:00am on the second Business Day after the date of posting in respect of pre-paid next-day delivery service;

13.1.2.2. 9:00am on the tenth Business Day after the date of posting in respect of airmail post; and

13.1.2.3. The time of sending in respect of sending by e-mail.

13.2. This Condition 13 will not apply to the service of any proceedings or other documents in a legal action to which the Civil Procedure Rules apply.

## 14. GENERAL

14.1. The Contract constitutes the entire agreement between the parties and supersedes any prior agreement or arrangement in respect of its subject matter and:

14.1.1. neither party has entered into the Contract in reliance upon, and it will have no remedy in respect of, any misrepresentation, representation or statement (whether made by the other party or any other person and whether made to the first party or any other person) which is not expressly set out in the Contract; and

14.1.2. nothing in this Condition 14.1 will be interpreted or construed as limiting or excluding the liability of any person for fraud or fraudulent misrepresentation.

14.2. A delay in exercising or failure to exercise a right or remedy under or in connection with the Contract will not constitute a waiver of, or prevent or restrict future exercise of, that or any other right or remedy, nor will the single or partial exercise of a right or remedy prevent or restrict the further exercise of that or any other right or remedy. A waiver of any right, remedy, breach or default will only be valid if it is in writing and signed by the party giving it and only in the circumstances and for the purpose for which it was given and will not constitute a waiver of any other right, remedy, breach or default.

- 14.3. If any term of the Contract (including any exclusion from, or limitation of, liability set out in Condition 9) is found by any court or body or authority of competent jurisdiction to be illegal, unlawful, void or unenforceable, such term will be deemed to be severed from the Contract and this will not affect the remainder of the Contract which will continue in full force and effect (and where any term ceases to have effect because the Customer has suffered an Insolvency Event, if that Insolvency Event comes to an end without the Customer becoming subject to a further such Insolvency Event, such term will be deemed once again to have effect in accordance with its terms).
- 14.4. No variation to the Contract will be effective unless it is in writing and signed on behalf of each of the parties.
- 14.5. Nothing in the Contract and no action taken by the parties in connection with it will create a partnership or joint venture between the parties or give either party authority to act as the agent of or in the name of or on behalf of the other party or to bind the other party or to hold itself out as being entitled to do so.
- 14.6. Each party agrees that it is an independent contractor and is entering into the Contract as principal and not as agent for or for the benefit of any other person.
- 14.7. The parties do not intend that any term of the Contract will be enforceable by any third party.
- 14.8. The Customer will not be entitled to assign, transfer, charge, hold on trust for any person or deal in any other manner with any of its rights under the Contract.
- 14.9. Notwithstanding Condition 12, Labman will be entitled to refer to the existence of the Contract and its relationship with the Customer when referencing its current customers and/or providing examples of its experience to existing and potential customers without obtaining the Customer's prior consent.

## 15. GOVERNING LAW AND JURISDICTION

- 15.1. The Contract and any non-contractual obligations arising out of or in connection with it will be governed by the law of England and Wales.
- 15.2. Subject to Condition 15.3, the courts of England and Wales have exclusive jurisdiction to determine any dispute arising out of or in connection with the Contract (including in relation to any non-contractual obligations).
- 15.3. Either party may seek interim injunctive relief or any other interim measure of protection in any court of competent jurisdiction.