

Terms and Conditions for Support Services

24 April 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:

"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 Support Services set out in the Order Acknowledgement, plus any additional charges set out in these Conditions as being payable by the Customer
"Contract"	the Contract between Labman and the Customer in accordance with Condition 2
"Cost"	the cost to Labman of the relevant Spare Part (including packaging, delivery and insurance) plus 20% and any applicable taxes
"Customer"	the customer for the Support Services as set out in the Order
"Delivery"	will be deemed to occur when Replacement Parts arrive at the relevant delivery address or at such other time as specified in an alternative Incoterm 2020 as stated to apply in the Formal Quotation
"Emergency Call Out"	the provision of one or more support engineers to the relevant Site(s) to assess a fault with a Supported Product and/or otherwise provide unscheduled maintenance or support
"Formal Quotation"	the written quotation document issued by Labman which sets out the Support Services that Labman is offering to provide to the Customer
"Insolvency Event"	has the meaning given in Condition 11.3
"Labman"	Labman Automation Limited (registered number 02765790) whose registered office is at Seamer Hill, Stokesley, North Yorkshire, TS9 5NQ
"Labman Part"	each Spare Part that is manufactured by Labman

“Labman Support Portal”	Labman’s support portal that enables fault-reporting to its support engineers as such portal is updated and/or replaced from time to time
“Liability”	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 Spare Parts, in each case howsoever caused including if caused by negligence
“Order”	the Customer’s order for the supply of services in response to Labman’s Formal Quotation
“Order Acknowledgement”	Labman’s written acceptance of the Order set out in its standard order acknowledgement form
“Preventative Maintenance Visit”	the scheduled provision of one or more support engineers to the relevant Site(s) to check for un-reported faults and/or conduct preventative maintenance activities on one or more Supported Products
“Remote Support”	the provision of Support Services during Remote Support Hours remotely by phone, video calls and by remote access for the purpose of troubleshooting, fault-finding (including the collection of diagnostic data) and/or making adjustments during Supported Product operation
“Remote Support Hours”	9:00am – 5:30pm (UK time) on each Business Day
“Remote Support Team”	Labman’s support team through which Labman provides Remote Support during the Support Hours
“Site(s)”	the premises at which the Supported Products are located, subject to Labman having delivered the relevant Supported Products to those premises or otherwise approved the location in writing
“Spare Parts”	replacement parts or consumables for Supported Products
“Specification”	Labman’s standard technical specification for the Spare Part(s) or, where applicable, such other written technical specification for the Spare Parts as set out in Labman’s quotation
“Support Period”	the period of time during which Support Services will be provided by Labman to the Customer as set out in the Formal Quotation
“Support Request”	has the meaning given to it in Condition 4.7.1
“Support Services”	the support services set out in the Formal Quotation

“Support Start Date”	the start date for the Contract as set out in the Order Acknowledgement
“Supported Product”	each product in respect of which Support Services are to be provided by Labman to the Customer under the Contract as set out in the Formal Quotation (and together the “Supported Products”)
“Taxes”	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
“Third Party Part”	each Spare Part that is not a Labman Part
“Warranty Period”	the period starting on Delivery and ending on expiry of a period of 12 months from and including the date of Delivery
“Year”	the period of 12 months starting on the Support Start Date, each successive period of 12 months during the term of the Support Period and the period (if any) starting on the day following expiry of the last such period of 12 months and ending on the termination or expiry of the Support Period

- 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 Support Services from Labman on these Conditions. A contract for the supply of Support Services 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 Support Services (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 support 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 Support Start Date and will continue until (whichever the later of):

3.1.1. the expiry of the Support Period (where a Support Period has been specified in the Formal Quotation); or

3.1.2. completion of the performance of any applicable Support Services and Delivery of any applicable Spare Parts, in each case in accordance with the Formal Quotation.

4. SUPPORT 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 Support Services specified in the Order Acknowledgement for the duration of the Support Period.

- 4.2. The Support Services will not be provided in respect of any Supported Product which:

4.2.1. has been altered, modified, adjusted or maintained by any person other than Labman;

4.2.2. has been subject to misuse, neglect, damage or accident;

4.2.3. has been relocated or installed by a person other than Labman without Labman's prior written approval;

4.2.4. has not been kept in appropriate environmental conditions as set out in the relevant product manual and/or as Labman has notified to the Customer from time to time; or

4.2.5. is stated in the Formal Quotation to be excluded from the Support Services.

- 4.3. The Support Services will not be provided in respect of any fault if that fault is caused or exacerbated by:

4.3.1. failure to use the Supported Product in compliance with the relevant product manual and/or as Labman has notified to the Customer from time to time;

4.3.2. use of the Supported Product in conjunction with any hardware or software other than as provided, or otherwise expressly approved in writing, by Labman;

- 4.3.3. the Customer's failure to follow Labman's recommendations or advice;
 - 4.3.4. the Customer's failure to comply or delay in complying with any of the Customer's obligations under the Contract;
 - 4.3.5. a failure, interruption or surge in electrical power;
 - 4.3.6. a failure or malfunction in the environmental conditions in which the Supported Product is kept, including air conditioning;
 - 4.3.7. any software which is designed to disrupt, disable, harm, impede or impair the operation of any software, including viruses, worms, time bombs, time codes, drop-dead devices, access codes, security keys, back door or trap door devices;
 - 4.3.8. the Customer's failure to implement any repairs, corrections, adjustments, bug-fixes, workarounds, patches, modifications and/or additions; or
 - 4.3.9. any circumstance that is stated in the Formal Quotation to be excluded from the Support Services.
- 4.4. The Support Services do not include:
- 4.4.1. except to the extent specified in the Formal Quotation, the provision of technical advice or guidance or training on use of Supported Products;
 - 4.4.2. the fixing of Supported Product faults which the Customer does not inform Labman about promptly and in any event within not more than ten (10) Business Days of discovery;
 - 4.4.3. the repair of consumables; or
 - 4.4.4. except to the extent that the Customer's Order includes Preventative Maintenance Visits, attendance by Labman at any Site(s).
- 4.5. Labman may agree, but will not be obliged, to provide support and maintenance services which are excluded under Conditions 4.2 to 4.4. If Labman agrees to provide any such support and maintenance services, the Customer will pay for the provision of such services on a time and materials basis with applicable expenses, calculated by reference to Labman's then-current standard rates.
- 4.6. Labman will use reasonable endeavours to provide Support Services and/or deliver Spare Parts on the dates set out in the Order Acknowledgement or otherwise indicated to the Customer by Labman, but such dates or performance timescales are estimates which may be subject to change and will not be of the essence of the Contract.

Remote Support

- 4.7. Where the relevant Order includes:

- 4.7.1. Remote Support, the Customer will be able to request support from the Remote Support Team during Remote Support Hours:
- 4.7.1.1. through the Labman Support Portal; or
 - 4.7.1.2. by sending a support request e-mail to support@labman.co.uk,

(each a “**Support Request**”) subject to fair usage of the Remote Support Team.
- 4.7.2. Labman will provide Remote Support after a support ticket for the relevant request has been raised by Labman through the Labman Support Portal.
- 4.7.3. Labman Support Portal, Labman will provide the Customer with access to the Labman Support Portal provided that:
- 4.7.3.1. the Customer has entered into any relevant licence and usage terms that relate to the Labman Support Portal from time to time (the “**Portal Terms**”);
and
 - 4.7.3.2. the Customer complies at all times with the Portal Terms; and
 - 4.7.3.3. a failure to enter into any Portal Terms or a breach of Portal Terms by the Customer will constitute a material breach of the Contract and, immediately upon the occurrence of such failure or breach, the Customer will cease to have any right to use or continue to use the Labman Support Portal.
- 4.8. The Customer acknowledges that Labman’s provision of Remote Support and the Labman Support Portal are reliant on the Customer providing all necessary IT systems, permissions and access needed to provide such Services. By accepting Labman’s Remote Support offering, the Customer is authorising for Labman’s support engineers to access the Customer’s IT systems solely for the purpose of providing Support Services.

Preventative Maintenance

- 4.9. To the extent that the Support Services set out in relevant Order include Preventative Maintenance Visits:
- 4.9.1. Labman will send an engineer to complete the relevant preventive maintenance checks and perform the other Support Services relevant to such Preventative Maintenance Visits as set out in the Formal Quotation;
 - 4.9.2. any Preventative Maintenance Visits that are not stated to be included within the Customer’s support subscription package in the Formal Quotation will be chargeable on a time and materials basis, calculated by reference to Labman’s then-current standard rates.

Emergency Maintenance

- 4.10. To the extent that an Emergency Call Out is required:
- 4.10.1. subject to Condition 4.6, Labman will use reasonable endeavours to provide one or more engineers (as appropriate) to the relevant Site(s) within the timeframe(s) as Labman indicates at the time of the Customer's request;
 - 4.10.2. such Emergency Call Outs will be chargeable based on the Charges agreed by the parties in respect of the relevant Emergency Call Out plus, subject to Condition 5.5, the Costs of Spare Parts.

5. SPARE PARTS

- 5.1. Where Labman delivers Spare Parts to the Customer, the Spare Parts will be delivered DAP (Delivery At Place) Incoterms 2020 except to the extent where an alternative Incoterm 2020 is stated to apply in the Formal Quotation (in which case the terms of that stated Incoterm 2020 will apply). To the extent only of any conflict or inconsistency between Incoterms 2020 and these Conditions, Incoterms 2020 will take precedence.
- 5.2. Labman will use reasonable endeavours to deliver Spare Parts on the estimated delivery date set out in the Order Acknowledgement or that Labman otherwise notifies to the Customer in writing.
- 5.3. The Customer acknowledges there can be lead times and reliance on third parties in relation to Spare Parts and the delivery of any given Spare Part will not be deemed time-critical for the purposes of the Contract. The Customer will not be entitled to cancel the Contract or to reject any Spare Parts by reason of a delay in delivery or failure to deliver.
- 5.4. The Customer will ensure that all Spare Parts are replaced, installed, commissioned and tested only by Labman except to the extent otherwise expressly authorised by Labman in writing.
- 5.5. Subject to Condition 5.6, where the Customer's Support Services package includes an allocation of Spare Parts ("**Spare Parts Package**"):
 - 5.5.1. the value of the Customer's Spare Parts Package will be set out in the Customer's Formal Quotation;
 - 5.5.2. the Customer will be entitled to receive Spare Parts up to the value of the Spare Parts Package, subject to any limitations specified in the Formal Order;
 - 5.5.3. once the Customer's Spare Parts allocation is exhausted, Labman will invoice the Customer and the Customer will be required to pay the Costs for all Spare Parts to the extent that the Customer's Spare Parts Package is exceeded.
- 5.6. The Customer will be required to pay the Cost for the relevant Spare Part for any Spare Part(s) that are not covered by a Spare Parts Package.

6. PASSING OF RISK AND TITLE

- 6.1. Risk of damage to or loss of the Spare Parts will pass to the Customer on Delivery.
- 6.2. Legal and beneficial ownership of the Spare Parts will not pass to the Customer until the later of Labman having received in full in cleared funds all applicable sums due to Labman:
 - 6.2.1. in respect of the Support Services provided up until and including the date of Delivery of the relevant Spare Parts; and
 - 6.2.2. in respect of the Spare Parts themselves.

Once Labman has delivered the Spare Parts to the Customer, Labman will be entitled to recover payment for the Spare Parts (including by way of an action for the price) notwithstanding that ownership of any of the Spare Parts has not passed from Labman. Labman may, by giving written notice to the Customer, pass legal and beneficial ownership of the Spare Parts (or any of them) to the Customer at any time.
- 6.3. Subject to Condition 6.7, the Customer may use the Spare Parts in the ordinary course of the Customer's business before ownership has passed to it.
- 6.4. The Customer's right to possession and use of the Spare Parts will terminate immediately if, before ownership of the Spare Parts passes to the Customer in accordance with Condition 6.2, the Customer:
 - 6.4.1. is the subject of an Insolvency Event or fails to pay any sum due under the Contract on or before its due date;
 - 6.4.2. 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
 - 6.4.3. encumbers or in any way charges any of the Spare Parts.
- 6.5. The Customer grants, and will procure that the owner of any third party premises grants, Labman, its agents, employees and sub-contractors an irrevocable licence at any time to enter any premises where the Spare Parts 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.
- 6.6. If the Customer's right to possession and use of the Spare Parts terminates in accordance with Condition 6.4, Labman may issue the Customer with a credit note for all or any part of the price of the Spare Parts together with applicable sales taxes thereon.
- 6.7. In some cases, Labman's products will automatically disable after a certain timeframe unless an enabling key is deployed to enable continued use of the relevant product(s). The availability of the enabling keys and the Customer's right of continued access to such

product(s) is conditional on the Customer's compliance with the terms of the Contract, including its payment obligations.

6.8. 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:

7.3.1. Support Services annually in advance;

7.3.2. Spare Parts in advance of Delivery,

or as otherwise set out in the Formal Quotation.

7.4. Customer delay to milestone(s)

If completion of any milestone (including, but not limited to, shipping, delivery, site access or agreed testing) is delayed by **sixty (60) days or more** due to any act or omission of the Customer, Labman may invoice the Charges allocated to that milestone in the Order Acknowledgement and such invoice will be payable in accordance with Condition 7.5.

Payment will not constitute acceptance of the Products or Services.

Labman may also invoice any reasonable additional costs incurred as a result of the delay (including storage, re-testing, re-mobilisation, and/or third party costs), and such costs will be payable in accordance with Condition 7.5.

7.5. 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 Order Acknowledgement (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.

7.6. 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 deliveries of Spare Parts and to suspend provision of the Support Services until that payment has been made.

7.7. 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.

7.8. 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

Support Services

8.1. Labman warrants to the Customer that it will provide the Support Services with reasonable care and skill. Subject to Conditions 9.1 and 9.5, Labman's only Liability for breach of this warranty will be, at Labman's option, to reperform the relevant Support Services (or part thereof) or refund such part of the Charges paid in respect of the relevant Support Services as is reasonable in the circumstances.

Spare Parts

8.2. Labman warrants to the Customer that at the time of Delivery, Labman Parts will:

8.2.1. conform in all material respects:

8.2.1.1. in respect of custom-built Labman Parts, to such specifications agreed for the relevant part of the original Supported Product (as applicable); or

8.2.1.2. to Labman's standard specifications for such Labman Parts (as applicable); and

8.2.2. be free from material defects in design, materials or workmanship.

8.3. If there is a breach of the warranty at Condition 8.2.1, the Customer will:

8.3.1. give Labman written notice of the breach, such notice to be given:

8.3.1.1. in respect of any breach that should be apparent from a visual inspection of the relevant Labman Part, within ten (10) Business Days from and including the date of Delivery; or

8.3.1.2. 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;

8.3.2. at Labman's option either return to Labman (at Labman's cost) the relevant Labman Part or permit Labman or its agent or sub-contractor to inspect it at the Customer's premises;

8.3.3. provide Labman with all information and assistance which it may reasonably require to investigate the alleged breach; and

- 8.3.4. where instructed by Labman, not use the relevant Labman Part after becoming aware of the breach.
- 8.4. Subject to Conditions 9.1 and 9.5, Labman's only Liability for breach of the warranty at Condition 8.2.1 will be, at Labman's option, to repair or replace the relevant Labman Part or refund such part of the Charges paid in respect of the relevant Labman Part as is reasonable in the circumstances.
- 8.5. 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 Parts, and any such Third Party Parts is provided by Labman as a third party product "as is", save that Labman will:
- 8.5.1. to the extent possible pass-on the benefit of any available manufacturer warranties or guarantees provided in respect of such Third Party Parts; and
- 8.5.2. provide reasonable cooperation to facilitate coordination with third party manufacturers of such Third Party Parts to resolve applicable faults.
- 8.6. Within ten (10) Business Days of Labman receiving written notice of a breach of the warranty at Condition 8.2.1, Labman will provide the Customer with a plan setting out its proposal to repair or replace (if applicable) the affected Labman Part(s) within a reasonable timeframe.
- 8.7. The Customer's only remedy for breach of the obligations at Conditions 8.4 or 8.6 will be in damages.
- 8.8. Subject to Condition 9.5, Labman will not have any Liability for a breach of a warranty at Condition 8.2.1 if:
- 8.8.1. notice of the breach was not given to Labman in accordance with the relevant timescale as set out in Condition 8.3.1;
- 8.8.2. the Customer does not comply with any of its obligations at Conditions 8.3.2, 8.3.3 or 8.3.4 in respect of the breach;
- 8.8.3. the relevant Labman Part was installed by any person other than Labman, save to the extent that Labman had expressly authorised such installation in writing; or
- 8.8.4. the breach or the circumstances giving rise to the breach was drawn to the Customer's attention before formation of the Contract or the Labman Part was examined by the Customer before formation of the Contract and the examination should have revealed the breach or circumstances.
- 8.9. The Customer acknowledges that, without limitation, defects in any Labman Parts are not to be taken as evidence of a breach of the warranty at Condition 8.2.1 where:
- 8.9.1. caused by damage in transit after Delivery by any person other than Labman personnel;

- 8.9.2. caused by fair wear and tear; or
- 8.9.3. caused or exacerbated by:
 - 8.9.3.1. improper or unauthorised use, handling, alteration, installation, integration, repair, maintenance, storage;
 - 8.9.3.2. use of non-compatible consumables with a Labman Part;
 - 8.9.3.3. use of a Labman Part with any third party hardware or software; or
 - 8.9.3.4. failure to comply with instructions or training provided with the Labman Part,in each case after Delivery; or
- 8.9.4. the Customer has failed to comply with Condition 5.4;
- 8.9.5. caused or exacerbated by any of the circumstances set out in Conditions 4.2 or 4.3.
- 8.10. 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 maximum aggregate Liability which arises from any acts, events, omissions or circumstances which occur in any Year will be limited to an amount equal to one hundred percent (100%) of the total Charges paid by the Customer under the Contract in that Year.
- 9.2. Subject to Condition 9.5, the Customer's maximum aggregate Liability which arises from any acts, events, omissions or circumstances which occur in any Year will be limited to an amount equal to one hundred percent (100%) of the total Charges paid and/or payable by the Customer under the Contract in that Year. 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 Spare Parts;
 - 9.5.3.2. the Spare Parts 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 Spare Parts; 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:
- 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), Supported Product(s) and Spare Parts 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 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 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 the Spare Parts 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 Spare Parts;
- 10.1.12. not alter, modify or seek to reverse engineer the Spare Parts in any way without Labman's express prior written approval;
- 10.1.13. not remove from Spare Parts 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 Spare Parts.
- 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. Labman will grant the Customer access to the Labman Support Portal for a period of thirty (30) days following expiry or termination of the Contract during which the Customer can download the Customer's information from the Labman Support Portal, after which Labman may delete such information or, to the extent that such information is retained, charge for its return;
- 11.4.4. 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;
- 11.4.5. any Conditions which expressly or impliedly continue to have effect after expiry or termination of the Contract will continue in force; and
- 11.4.6. 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 case 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.