

Terms and Conditions for Laboratory Services

These Terms and Conditions (the 'Terms') govern the provision of laboratory services by Field Foundry Ltd (the 'Company') to its Customers (the 'Customer'). By submitting an order, Samples, or otherwise engaging the Company, the Customer agrees to be bound by these Terms.

1. Definitions and Interpretation

- 1.1. 'Confidential Information' means information disclosed by one party to the other that is designated or would reasonably be regarded as confidential.
- 1.2. 'Customer' means the person, firm, or company purchasing Services from the Company.
- 1.3. 'Services' means analytical testing, consultancy, or other laboratory services provided by the Company, including high-performance liquid chromatography (HPLC) analysis.
- 1.4. 'Samples' means all materials, items, or substances provided by the Customer to the Company to enable the Services to be performed.
- 1.5. 'Intellectual Property Rights' includes patents, copyright, trademarks, trade secrets, know-how, and all other rights of a similar nature.
- 1.6. 'Quotation' means the written statement provided by the Company setting out the anticipated scope of Services, fees, and timelines.
- 1.7. 'Order' means the Customer's placing of an order on the Website or a written acceptance of a Quotation.
- 1.8. 'Party' means the Customer or the Company individually.
- 1.9. 'Parties' shall mean the Customer and the Company.
- 1.10. 'Report' means any written document issued by the Company setting out results of the Services, including certificates of analysis.
- 1.11. 'Website' means <https://fieldfoundry.com/>.

2. Formation of Contract

- 2.1. A Contract is formed when the Customer accepts a Quotation, or where the Company confirms an order issued by the Customer.
- 2.2. Quotations remain valid until 30 days from their date of issue, unless withdrawn earlier by the Company or otherwise agreed in writing by the Company.
- 2.3. Terms constitute the entire agreement between the Parties and supersede all prior representations.
- 2.4. These Terms prevail over any terms introduced by the Customer unless expressly agreed in writing by the Company.

3. Services and Samples

- 3.1. The Company shall perform the Services with reasonable skill and care in accordance with applicable professional standards.
- 3.2. The delivery date provided by the Company is an estimate only, and the Company shall not be liable for any delays or inability to meet the projected timeframe.
- 3.3. Custom Orders: where bespoke analysis is required, the Customer must supply full details and any information requested by the Company to allow the Company to estimate the required hours of work.

4. Customer Obligations

- 4.1. Unless otherwise agreed by the Company in writing, the Customer shall deliver samples to the Company's premises.

- 4.2. Delivery and collection shall be carried out in accordance with the Company's instructions and within any timelines notified by the Company.
- 4.3. If any Sample is unsuitable for analysis, of insufficient quantity, or otherwise not compliant with the Company's requirements, the Company may reject the sample and notify the Customer, and the Customer shall provide replacement Samples at its own cost.
- 4.4. Samples must be appropriately packaged, labelled, and accompanied by hazard information and safety data sheets. The Customer shall indemnify the Company for any losses caused by unsafe or mislabelled Samples.
- 4.5. The Customer shall provide the Company in writing, and in advance of providing any samples, with all information reasonably required by the Company in relation to such samples, including their nature, composition, and any known or suspected hazards.
- 4.6. The Customer shall ensure that all such information is complete, accurate, and not misleading, and shall promptly notify the Company of any change to that information.
- 4.7. The Customer warrants that the Samples, their packaging, and their transportation do not infringe any applicable law, regulation, or international convention, and shall indemnify the Company against any loss or liability arising from a breach of this obligation.
- 4.8. The Customer shall not use or permit the use of any Report for legal, or litigation purposes without the Company's prior written consent.

5. Sample Retention and Disposal

- 5.1. Unless otherwise agreed in writing, the Company will not return Samples to the Customer, Samples may be destructively tested, and shall retain remaining Samples for a period of 30 days following the date of the Report. The Company may then dispose them in accordance with its internal procedures.
- 5.2. The Company shall bear disposal costs, except where the Samples are subject to special disposal requirements, in which case the Customer shall bear or reimburse such costs as agreed in advance with the Company.
- 5.3. If unforeseen disposal requirements arise, or if the samples have been incorrectly described by the Customer, the Company may dispose them and recover all related costs of disposal from the Customer.

6. Confidentiality

- 6.1. Each Party shall treat as strictly confidential all Confidential Information disclosed by the other Party, whether orally, in writing, electronically, or by any other means, and shall not disclose such information to any third-party without the prior written consent of the disclosing Party, except as permitted in this clause.
- 6.2. Each Party may disclose Confidential Information only to its employees, officers, advisers, or subcontractors who need to know such information for the performance of the Contract, provided they are bound by confidentiality obligations no less stringent than those set out in these Terms or where required by law, court order, or regulatory authority, provided that the receiving Party (where lawful to do so) gives the disclosing Party prompt notice of such requirement.
- 6.3. Confidential Information does not include information which:
 - (i) is or becomes publicly available other than as a result of breach of this clause
 - (ii) was lawfully in the receiving Party's possession before disclosure
 - (iii) is lawfully disclosed to the receiving Party by a third party not bound by a duty of confidentiality; or

- (iv) is independently developed by the receiving Party without use of the Confidential Information.

6.4. The obligations in this clause survive termination of an Order.

7. Reports, Quality and Standards

- 7.1. Reports are prepared solely in relation to the Samples analysed and do not necessarily represent the characteristics of any larger batch.
- 7.2. Reports are reported solely based on the condition of the sample as received by the Company.
- 7.3. The Company does not warrant that the Services will secure regulatory approval or achieve any specific outcome. The Reports are for research purposes only.
- 7.4. The Customer is responsible for verifying whether the Services meet its particular requirements or regulatory obligations.
- 7.5. The Company shall retain analytical data and supporting records for 7 years, after which they may be destroyed.

8. Charges and Payment

- 8.1. Fees for the Services shall be as set out in the Website, or in the Quotation or as otherwise agreed by the Parties in writing.
- 8.2. The Customer shall make the payment for the Services at the time of placing the order, following their acceptance of the Quotation from the company unless otherwise specified.
- 8.3. All charges are exclusive of VAT and other applicable taxes, which shall be payable by the Customer.
- 8.4. The Customer may cancel an Order after accepting a Quotation but before the Company commenced work on the Order. Any refund of fees will be subject to deduction of costs reasonably incurred by the Company, including preparatory work, materials, and time reserved for the Order. Once the Company has commenced work on an order, all payments are non-refundable unless otherwise agreed in writing.
- 8.5. For orders placed through a channel partner, cancellation is not permitted once the order has been placed through the channel partner system. Any cancellations, refunds, or credits will be determined by the channel partner in accordance with its terms and conditions.
- 8.6. If the Customer fails to pay any invoices within the due date, the Company shall be entitled to charge an interest on the overdue amount at 4% per cent per annum above Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until the actual payment of the overdue amount, whether before or after judgment. The Client shall pay the interest together with the overdue amount.
- 8.7. Any disputes relating to an invoice must be notified in writing to the Company within two (2) weeks from the date the invoice is issued. The Customer shall remain liable to pay the undisputed portion of the invoice in accordance with the payment terms set out herein while any dispute is being resolved.
- 8.8. The Customer shall not be entitled to withhold, deduct, or set off any amounts alleged to be due to the Customer against any sums payable to the Company.
- 8.9. The Company may suspend Services and withhold Reports until all outstanding sums are paid in full.

9. Liability and Indemnity

- 9.1. Nothing in these Terms excludes or limits liability for death or personal injury caused by negligence, fraud, or other liability that cannot be excluded by law.

- 9.2. Subject to clause 8.1, the Company's total liability to the Customer under or in connection with all Contracts entered into with that Customer shall not exceed the total fees paid by the Customer to the Company in the twelve (12) months preceding the event giving rise to the claim, whether arising in contract, tort, or otherwise.
- 9.3. The Company shall not be liable for indirect, consequential, or economic losses including loss of profit, business, or goodwill.
- 9.4. The Customer shall indemnify and hold harmless the Company against claims, costs, or losses arising from unsafe Samples, inaccurate information, or failure to disclose relevant hazards.

10. Force Majeure

- 10.1. Neither party shall be liable for any delay or failure in performing obligations due to events beyond its reasonable control, including natural disasters, pandemics, material shortages, or regulatory action.
- 10.2. During a Force Majeure event, the Company's obligations shall be suspended for the duration of the Force Majeure event and any agreed timelines shall be extended accordingly.
- 10.3. If the event continues for more than 1 month, either Party may terminate an Order on written notice. Termination shall not affect the Customer's obligation to pay the Company for Services performed, work commenced or costs incurred by the Company up to the date of termination. Any prepaid fees may be refunded, in accordance with clause 8.4.

11. Termination and Suspension

- 11.1. The Company may terminate or suspend the Services immediately on written notice if the Customer (a) fails to pay any invoice when due, (b) becomes insolvent, enters into liquidation, administration or similar process, (c) commits a material breach of these Terms or (d) commits any breach of these Terms that is capable of remedy and fails to remedy such breach within seven (7) days of written notice.
- 11.2. The Company may terminate an Order for convenience at any time by giving the Customer not less than thirty (30) days written notice. In such case, the Company shall refund any prepaid fees to the Customer. The Company shall have no further liability to the Customer arising from such termination.
- 11.3. On termination, all sums owed by the Customer shall become immediately payable and the Company may withhold Reports until payment is received.

12. Intellectual Property

- 12.1. The Customer retains ownership of all Intellectual Property in its Samples, and pre-existing materials, data or information provided to the Company.
- 12.2. The Company retains all intellectual property in its pre-existing materials, methods, processes, software and know-how developed independently of the Services. ("Company IP") Any modifications, improvements, or derivative works of the Company IP arising from the provision of the Services shall remain the sole property of the Company.
- 12.3. Subject to payment in full of all fees, the Customer is granted a worldwide, perpetual, irrevocable, royalty-free licence to use, copy, and exploit the Reports. The Customer shall not acquire any rights in the Company's pre-existing materials, methods, processes, software, or know-how by virtue of this licence.

- 12.4. The Company may use anonymised or aggregated results for internal research, method development, publications, or marketing purposes, provided that no Customer Intellectual Property is disclosed without the Customer's consent.
- 12.5. The Company may use mere skills and experience acquired prior to, or in the course of the Services.

13. Data Protection

- 13.1. Each Party shall comply with applicable data protection laws including the UK GDPR, and the Data Protection Act 2018, and, where relevant, the EU GDPR.
- 13.2. The Company shall process personal data only for the purpose of providing the Services and as otherwise set out in its privacy policy available at <https://fieldfoundry.com/privacy-policy/>.
- 13.3. The Customer warrants that it has a lawful basis, including appropriate consents where required, to disclose personal data to the Company for processing in connection with the Services.
- 13.4. Where the Company processes personal data on behalf of the Customer as a data processor, the Parties shall enter into a separate Data Processing Agreement. In the event of any conflict between these Terms and the Data Processing Agreement, the Data Processing Agreement shall prevail to the extent of the conflict.

14. Notices

- 14.1. All notices must be in writing and sent by email to the registered address of the other Party's signatory, or to another address as notified in writing by that Party.
- 14.2. A notice sent by email will be deemed received at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. "Business hours" means 9:00 am to 5:00 pm Monday to Friday on a day that is not a public holiday in the place of receipt.

15. Assignment and Subcontracting

- 15.1. The Customer may not assign or transfer any rights or obligations without the prior written consent of the Company.
- 15.2. The Company may subcontract elements of the Services but shall remain responsible for overall performance.

16. Miscellaneous

- 16.1. The Company reserves the right to update or amend these Terms from time to time. Any updates to these Terms will apply to any new Orders placed after the Terms have been updated.
- 16.2. Where a Quotation contains special terms that conflict with these Terms, the special terms shall take precedence for that Order.
- 16.3. Failure or delay in exercising any right under these Terms shall not constitute a waiver.
- 16.4. If any provision is held unenforceable, the remaining provisions shall continue in full force.
- 16.5. Nothing in these Terms shall establish any partnership or joint venture between the Parties, constitute either Party the agent of the other Party, or authorise either Party to make or enter into any commitments for or on behalf of the other Party.
- 16.6. No third party shall have rights to enforce these Terms under the Contracts (Rights of Third Parties) Act 1999.
- 16.7. These Terms contain the entire agreement between the Parties with respect to the Services and may not be modified except by an instrument in writing signed by the Company. Notwithstanding the foregoing, where a Quotation contains special terms that conflict with these Terms, such special terms shall apply to that specific Order only and shall not constitute a general amendment of these Terms.

17. Governing Law and Jurisdiction

- 17.1. This Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.
- 17.2. The courts of England and Wales shall have exclusive jurisdiction over disputes arising under these Terms.