



Authenticae Ltd – Standard Terms and Conditions for Laboratory Services Last updated: February 2022

1 Introduction

The Customer's attention is drawn to these terms and conditions of business which govern all contractual arrangements with Authenticae Ltd.

2 Contract Formation

2.1 Authenticae shall supply the Services to the Customer subject to these Conditions, which shall apply to the provision of all Services carried out by Authenticae.

2.2 Unless stated otherwise, the Quotation shall constitute an offer and will typically be open for acceptance by the Customer for the period specified in the Quotation. If the Customer's acceptance of a Quotation is inconsistent with the Quotation or these Conditions, Authenticae shall not be bound by such inconsistency unless it specifically agrees in writing to the relevant variation or inconsistency.

2.3 At its absolute discretion, Authenticae reserves the right to withdraw a Quotation prior to acceptance by the Customer at any time.

Authenticae is not responsible whatsoever for any loss or damage encountered as result of this action.

2.4 The Customer acknowledges that any obvious typographical or clerical error or omission in any Quotation, invoice or other document issued by Authenticae shall be subject to correction by Authenticae at any time without any liability to Authenticae

2.5 Any drawings, descriptive matter or advertising issued by Authenticae, and any descriptions or illustrations contained in Authenticae's marketing, whether online or in print, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract nor have any contractual force.

2.6 These Conditions shall apply to the Contract to the exclusion of any other terms and conditions that the Customer may seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

3 Supply of Services

3.1 Subject to these Conditions and unless otherwise agreed, Authenticae shall supply the Services to the Customer (and employ the tests) in accordance with the accepted Quotation in all material respects. If a situation arises where Authenticae deems the quoted method to be inappropriate or unsuitable, this will be discussed with the Customer prior to making any alterations in the methodology and pricing.

3.2 The Customer is responsible for providing Authenticae with all relevant information regarding the Services required (and Samples provided) by the Customer and shall accurately fill out an Analysis Request Form prior to commencement of the Services (or provide equivalent paperwork detailing the requested information). The Customer acknowledges that failure to provide information and/or fill out an Analysis Request Form correctly may delay provision of the Services.

3.3 Authenticae shall use reasonable endeavours to meet any performance dates specified in the Quotation (if any) but any such dates shall be estimates only and time shall not be of the essence for performance of the Services. Authenticae reserves the right to extend the turnaround time for the provision of results.

3.4 Authenticae shall have the right, without liability, to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and Authenticae shall notify the Customer in any such event.

3.5 Authenticae warrants to the Customer that the Services will be provided using reasonable care and skill.

4 Supply of Samples

4.1 The Customer shall provide Samples in such form and quantities as may be reasonably required by Authenticae to provide the Services. Any alternative form and/or excess quantities of Samples provided to Authenticae and requiring disposal may be charged as an additional cost to the Customer.

5 Analytical Services

5.1 In normal circumstances, analysis of Samples are carried out singly, strictly in accordance with Authenticae's quality assurance procedures. If duplicate or repeat analysis is expressly requested by the Customer following acceptance of a Quotation (that does not account for such duplicate or repeat analysis), then Authenticae shall be entitled to increase the price and, once accepted by the Customer, this price increase shall be considered a variation of the Contract.

5.2 If the Customer requests duplicate or repeat analysis of a Sample in circumstances where the original analysis is found to be incorrect, no extra charge shall be levied for repeating or rectifying the analysis.

5.3 In certain circumstances, for example where a Sample received by Authenticae is exceptionally heterogeneous, Authenticae may deem repeat analyses of a Sample to be necessary in order to produce meaningful results. Should Authenticae deem it necessary to carry out repeat analysis of any Samples, it shall discuss this first with the Customer (including any anticipated increase in the agreed pricing) and only proceed with the Services once the Customer has agreed to any increases in the pricing.

5.4 Authenticae reserves the right, subject to prior agreement with the Customer, to levy a surcharge for Services required urgently where this urgency has not been factored into the original Quotation.

5.5 Laboratory records for accredited analysis such as chromatograms, notebooks, worksheets, test certificate and reports are retained by Authenticae for four years from the date of receipt of a Sample, unless alternative longer arrangements are agreed in writing with the Customer prior to entering into the Contract, or a longer period is required by law.

5.6 Unless otherwise agreed by the parties in writing, Authenticae may dispose of all Samples in line with the relevant site accreditation - this right to dispose will trigger, at the earliest, at 6 weeks from Authenticae's receipt of the relevant Sample. In certain circumstances, Sample(s) will be retained by Authenticae prior to disposal for longer periods. The time that Samples are retained is dependent on a number of factors including Sample type and site accreditation stipulations. If the Customer requires Authenticae to retain Samples for a longer period of time than it otherwise would have retained them for, Authenticae reserves the right to charge an additional storage fee at its standard rates from time to time.

Legal Analysis

5.7 The Customer acknowledges that Authenticae is not a public analyst nor is it statutorily approved as a public analyst for the purpose of any legislation containing or referring to such expression.

5.8 The Customer shall notify Authenticae in writing prior to the issuing of a Quotation if any of the Services (including any analysis of the Samples provided) are likely to be used for the purpose of arbitration or litigation. In the event that the Customer should fail to do so, Authenticae may refuse to provide information and/or supporting data as expert testimony and/or for use in the legal proceedings and will not be responsible for any loss as a result of such refusal.

5.9 Subject to Clause 5.8 and Clause 5.10, if Authenticae does agree to carry out an analysis for use in legal proceedings, any such analysis will be carried out in accordance with the





procedures from time to time established by Authenticae for the analysis of Samples required specifically for legal proceedings.

5.10 If a Quotation has been provided to the Customer and accepted in circumstances where Authenticae was not aware that the Services (and analysis) in question would be used in legal proceedings, Authenticae shall be entitled to vary the Contract accordingly to reflect the increased value of Services. Authenticae shall proceed with the Services once the Customer has approved and accepted the revised pricing.

6 Health and Safety

6.1 The Customer shall inform Authenticae in advance of Authenticae receiving any relevant Sample if the Sample contains hazardous, dangerous or harmful substances. In the absence of such express notification, the Customer warrants that no Sample will constitute or contain dangerous, harmful or hazardous materials. Authenticae reserves the right to charge for any administration and/or specific handling requirements involved in handling hazardous, dangerous or harmful Samples (where it was not aware that these would be provided at the point of Quotation).

6.2 The Customer shall take all appropriate steps to ensure that Samples will not endanger the health and safety of Authenticae, its employees or agents and that of any third party sub-contractor together with property, vehicles or premises.

6.3 The Customer shall indemnify and hold Authenticae, its employees, servants, agents and subcontractors harmless from all claims and all direct, indirect or consequential liabilities and losses (including loss of profits, loss of business, depletion of goodwill and similar losses), incurred or paid by, Authenticae, its employees, agents and subcontractors as a result of or in connection with the Customer's breach of any of the provisions set out in Clause 6.1 and Clause 6.2.

7 Customers' Obligations

7.1 The Customer shall:

- (a) co-operate with Authenticae in all matters relating to the Services;
- (b) provide Authenticae with such information and materials as Authenticae may reasonably require in order to supply the Services, and ensure that such information is accurate in all material respects;
- (c) obtain and maintain all necessary licences, permissions and consents (including in relation to Samples) which may be required before the date on which the Services are to start;
- (d) notify Authenticae when Samples are despatched from outside the United Kingdom, with details in particular to enable customs clearance of Samples to be carried out effectively (if appropriate). Authenticae shall not be held liable for any delays encountered as a result of a failure to carry out this notification. The Customer will be liable for and will indemnify Authenticae against any Customs and Excise duties, charges or levies paid by Authenticae in relation to Samples; and
- (e) notify Authenticae of any other relevant issues that Authenticae should be made aware of.

7.2 If Authenticae's (or its employees', agents' and subcontractors') performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation ("**Customer Default**"):

(a) Authenticae shall, without limiting its other rights or remedies, have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays Authenticae's (or its employees', agents' and subcontractors') performance of any of its obligations;

(b) Authenticae shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from Authenticae's (or its employees', agents' and subcontractors') failure or delay to perform any of its obligations as set out in this Clause 7.2; and

(c) the Customer shall reimburse Authenticae on written demand for any costs or losses sustained or incurred by Authenticae arising directly or indirectly from the Customer Default.

8 Price and Payment for the Services

8.1 Unless otherwise agreed, the price for the Services shall be set out in the Contract.

8.2 Charges for services other than the Services (i.e. not included in the Quotation) will normally be calculated on a time and materials basis at Authenticae's prevailing rate. Such charges will be discussed with the Customer in advance and the provision of Services commenced following the Customer's authorisation of the charges for the additional services. In relation to all Services, Authenticae shall be entitled to charge the Customer for any expenses not quoted for but reasonably incurred by the individuals whom Authenticae engages in connection with the Services including, but not limited to, travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of Services provided by third parties and required by Authenticae for the performance of the Services, and for the cost of any materials.

8.3 Authenticae reserves the right to increase its list prices at any time. Authenticae will endeavour to give the Customer written notice of any such increase one month before the proposed date of the increase.

8.4 If a purchase order number or equivalent reference is required by the Customer for payment of an invoice, it is the responsibility of the Customer to ensure that this is provided at the time of the submission of the relevant Samples.

Authenticae reserves the right to charge an administration charge for delays in providing these details.

8.5 Authenticae shall invoice the Customer in accordance with the periods set out in the Quotation.

8.6 The Customer shall pay each invoice submitted by Authenticae:

- (a) within 30 days of the date of the invoice (unless alternative payment terms are agreed); and
- (b) in full and in cleared funds to a bank account nominated in writing by Authenticae, and time for payment shall be of the essence of the Contract.

8.7 All amounts payable by the Customer under a Contract are exclusive of amounts in respect of value added tax chargeable for the time being ("VAT"). Where any taxable supply for VAT purposes is made under the Contract by Authenticae to the Customer, the Customer shall, on receipt of a valid VAT invoice from Authenticae, pay to Authenticae such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.

8.8 Should the Customer fail to make payment in full within 30 days of the date of invoice, without prejudice to any other right or remedy available to Authenticae, Authenticae:

- (a) shall be entitled to charge the Customer interest (both before and after any judgment) on the amount unpaid from the day that payment is due until the date of payment in full at the rate of 4% above the base rate from time to time of the Bank of England; and
- (b) reserves the right to suspend the provision of any Services to the Customer and withhold results and/or "Certificates of Analysis" relating to any outstanding Services until such time as any late payments are made in full. The Customer will be liable for payment of any costs and expenses whatsoever incurred by Authenticae in the collection of any overdue payment amount.





8.9 The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). Authenticae may at any time, without limiting its other rights or remedies, set-off any amount owing to it by the Customer against any amount payable by Authenticae to the Customer.

9 Intellectual Property

9.1 As between the Customer and Authenticae, all Intellectual Property Rights in or arising in connection with the Services (including without limitation the analyses and data relating to the results of the Services) shall be owned by Authenticae. Authenticae (and its successors, assignees and licensees) shall have the right to exploit such Intellectual Property Rights by any and all means and in any and all media throughout the world absolutely free from any restriction or encumbrance, without payment to the Customer. In particular, Authenticae has the right to collate, aggregate and use anonymised results data for any purpose (including commercial exploitation) which it sees fit.

9.2 Subject to Clause 9.3, Authenticae licenses all Intellectual Property Rights in the results of the Services to the Customer on a nonexclusive, worldwide and perpetual basis, to such extent as is necessary to enable the Customer to make reasonable use of the results of the Services.

9.3 The Customer acknowledges that, where Authenticae does not own any materials or relevant Intellectual Property Rights, the Customer's licence of relevant Intellectual Property Rights is conditional upon Authenticae obtaining a written licence (or sublicense) from the relevant licensor or licensors on such terms as will entitle Authenticae to license such rights to the Customer.

9.4 The Customer warrants and undertakes that in the event that the Customer shall submit to Authenticae any specifications, designs, plans or other materials (including Samples) that the same shall not breach any third party's Intellectual Property Rights of whatever nature or howsoever occurring.

9.5 The Customer shall indemnify and hold Authenticae, its employees, agents and subcontractors harmless from all claims and all direct, indirect or consequential liabilities (including loss of profits, loss of business, depletion of goodwill and similar losses), costs, proceedings, damages and expenses (including legal and other professional fees and expenses) awarded against, or incurred or paid by Authenticae, its employees, agents and subcontractors as a result of or in connection with any claim, action proceeding or allegation of whatever nature (whether in contract, tort, negligence or otherwise) that the specifications, designs, plans or other materials (including Samples) provided by the Customer infringe a third party's Intellectual Property Rights.

9.6 For the avoidance of doubt, Authenticae shall retain all Intellectual Property Rights in any new processes or methodologies it develops during the provision of the Services.

10 Confidentiality

10.1 Subject to the provisions of Clause 9.1, each of the parties undertakes with the other to keep confidential and not to disclose to any third party or use for any purpose (other than as contemplated by the Contract) any Confidential Information supplied by the other party save as may be required by law or to employees, agents and subcontractors who have reasonable need to see and use such Confidential Information and the receiving party shall ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to the Contract. This Clause 10.1 shall survive termination of the Contract.

10.2 None of the material or information provided by Authenticae to the Customer shall be used by the Customer to

convey any connection with Authenticae, or any endorsement or implied approval of, or on behalf of, Authenticae of any aspect of the Customer's business or products except for disclosures required by regulatory submissions or with the prior consent of Authenticae.

11 Liability

11.1 Authenticae shall have no liability to the Customer for any loss, damage, costs, expenses or other claims for compensation arising from any submission of Sample(s), data or instructions supplied by the Customer which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from their arrival or non-arrival, or any other fault of the Customer.

11.2 Nothing in these terms or conditions shall limit or exclude Authenticae's liability for:

- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
- (b) fraud or fraudulent misrepresentation; or
- (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

11.3 Subject to Clause 11.2:

- (a) Authenticae shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit or any indirect or consequential loss arising under or in connection with the Contract; and
- (b) Authenticae's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the amount paid by the Customer under the Contract in relation to the relevant Services.

11.4 The terms implied by sections 3 to 5 of the Supply Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

11.5 Any results given by Authenticae to the Customer are given on the understanding that they are subject to normal experimental error and are based on the methods and techniques known by Authenticae at the relevant time. Authenticae accepts no liability whatsoever for any loss or damage resulting from any delay or the value of the result of the analysis issued.

11.6 The Customer confirms and acknowledges that it is the sole responsibility of the Customer to ensure that the particular Services are appropriate for the Customer's requirements.

11.7 This Clause 11 shall survive termination of the Contract.

12 Termination

12.1 Without limiting its other rights or remedies, Authenticae may terminate any Contract by giving the Customer one month's written notice.

12.2 Without limiting its other rights or remedies, either party may terminate a Contract with immediate effect by giving written notice to the other party if:

- (a) the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing to do so;
- (b) the other party suffers an Insolvency Event;
- (c) the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business; or
- (d) the other party's financial position deteriorates to such an extent that in Authenticae's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

12.3 Without limiting its other rights or remedies, Authenticae may terminate a Contract with immediate effect by giving written notice to the Customer if:

- (a) the Customer fails to pay any amount due under the Contract on the due date for payment and fails to pay all





outstanding amounts within 30 days after being notified in writing to do so;

(b) Authenticae considers (acting reasonably) that continuance of the Contract may cause Authenticae significant reputational harm; or

(c) Authenticae suspects (acting reasonably) that the Customer has or is attempting to manipulate the results of Authenticae's analyses in order to mislead a third party or is otherwise acting in a fraudulent manner in relation to the Services.

13 Consequences of Termination

13.1 On termination of a Contract for any reason:

(a) the Customer shall immediately pay to Authenticae all of Authenticae's outstanding unpaid invoices (and any interest due) under that Contract and, in respect of Services supplied under a Contract where no invoice has been submitted, Authenticae shall submit an invoice, which shall be payable by the Customer immediately on receipt;

(b) the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall be unaffected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and

(c) clauses which expressly or by implication survive termination shall continue in full force and effect.

14 Force Majeure

14.1 For the purposes of a Contract, "Force Majeure Event" means an event beyond the reasonable control of Authenticae, its employees, agents or subcontractors including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of Authenticae or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

14.2 Authenticae shall not be liable to the Customer as a result of any delay or failure to perform its obligations under any Contract as a result of a Force Majeure Event.

14.3 If the Force Majeure Event prevents Authenticae from providing any of the Services under a Contract for more than four weeks, Authenticae shall, without limiting its other rights or remedies, have the right to terminate the Contract immediately by giving written notice to the Customer.

15 Anti-Bribery

15.1 The parties shall not, and shall procure that their directors, employees, agents, representatives, contractors or sub-contractors shall not, engage in any activity, practice or conduct which would constitute an offence under any anti-bribery and anticorruption laws, regulations and codes, including but not limited to the Bribery Act 2010.

15.2 The parties shall have in place adequate procedures designed to prevent any person working for or engaged by a party or any other third party in any way connected to a Contract, from engaging in any activity, practice or conduct which would infringe any anti-bribery and anti-corruption laws, regulations and codes, including but not limited to the Bribery Act 2010.

15.3 Breach of this clause 15 by the Customer shall entitle Authenticae to terminate any Contract by written notice with immediate effect.

16 Data Protection

16.1 Authenticae shall observe all statutory provisions with regard to data protection including but not limited to the provisions of the Data Protection act 2018 and the EU General Data Protection Regulation (GDPR) Regulation (EU) 2016/679. To the extent that Authenticae processes or gets access to

personal data in connection with the Services, it shall take all reasonable technical and organisational measures to ensure the security of such data (and guard against unauthorised or unlawful processing, accidental loss, destruction, or damage to such data.

17 General

17.1 Assignment and other dealings

(a) Authenticae may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent. Where Authenticae subcontracts Services, it shall use reasonable endeavours to notify the Customer of any such sub-contracting and endeavour to clearly indicate the same in any Quotation and on subsequent 'Certificates of Analysis' provided by Authenticae.

(b) The Customer shall not, without the prior written consent of Authenticae, assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract.

17.2 Notices

(a) Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, or emailed to such addresses that the parties have specified.

(b) A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in Clause 17.2(a), if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by email, one Business Day after transmission.

17.3 Severance

(a) If any provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision shall be deemed deleted. Any modification to or deletion of a provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

(b) If one party gives notice to the other of the possibility that any provision of this Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

17.4 Waiver

A waiver of any right under the Contract or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

17.5 Third parties

A person who is not a party to the Contract shall not have any rights to enforce its terms.

17.6 Variation

Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and





conditions, shall be effective unless it is agreed in writing and signed by Authenticae.

17.7 Entire Agreement

The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of Authenticae which is not set out in the Contract.

17.8 Governing law and Jurisdiction

This Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including noncontractual disputes or claims), shall be governed by, and construed in accordance with the law of England. Each party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).

18 Definitions

18.1 In these conditions:

Analysis Request Form means the paperwork supplied by Authenticae to the Customer or the online form that the Customer is directed to by Authenticae (as applicable), containing questions for the Customer in relation to ordered Services and Samples to be submitted.

Business Day means a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

Authenticae means Authenticae Ltd, registered in England with company number 09265837, and whose registered office is at Unit 8 Grove Farm Moulton, Northamptonshire, NN3 7LB.

Customer means any person who places an order for Services.

Conditions means the terms and conditions set out in this document, as amended from time to time.

Confidential Information means any and all information (which may be written, oral or in any other format) that: (i) is by its nature confidential; (ii) the other party knows or ought to know is confidential; (iii) is designated by either party as confidential; (iv) relates to the Samples, products, operations, systems, security, processes, procedures, tools, methodologies, utilities, knowhow, plans, intentions, product information, market opportunities, business affairs, financial position, assets, liabilities, business strategies (including marketing, advertising and commercial plans), ideas and business projections of either party, and is disclosed to or otherwise learnt or acquired by the other party in connection with a Contract (including information acquired during an audit of Authenticae's premises), but which is not: (a) lawfully in the possession of the recipient before disclosure; (b) available to the recipient on a non-confidential basis prior to disclosure by the discloser; or (c) in the public domain other than as a direct result of the information being disclosed by the recipient or its representatives in breach of these Conditions (except that any compilation of otherwise public information in a form not publicly known shall still be treated as Confidential Information);

Contract means the contract made between the Customer and Authenticae and which is formed by acceptance of the Quotation by the Customer (either expressly or by the provision of Samples by the Customer to Authenticae) for the supply of Services, incorporating these Conditions.

Intellectual Property Rights means all patents, rights to inventions, utility models, copyright and related rights, trade-marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how, testing methods and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or

extension of such rights, and all similar or equivalent rights or forms of protection subsisting at any time in any part of the world.

Insolvency Event means any one or more of the following events: (i) an administrator, administrative receiver, receiver or manager, liquidator, provisional liquidator or similar officer is appointed in respect of the whole or any part of a party's assets and/or a winding up petition is issued against a party; (ii) the party proposes to enter or enters into any composition or arrangement with its creditors generally or any class of creditors; and/or (iii) the party is subject to an event analogous to (i) or (ii) above in any other jurisdiction.

Quotation means any written quotation issued by Authenticae to the Customer in relation to proposed Services.

Samples means the sample(s) supplied by the Customer to Authenticae from time to time in order that Authenticae may perform the Services.

Services means the analytical testing, investigation, test protocols or other investigation and technical services to be provided by Authenticae as detailed in the Quotation.

