

STANDARD TERMS & CONDITIONS



In this Contract the following terms shall have the following meanings:

Term	Interpretation
"Contract"	This Contract as made between HistologiX and Sponsor and subject to the Conditions
"Conditions"	The Terms set out in this Contract
"Project"	The work to be undertaken by HistologiX in accordance with the Study Plan
"Services"	The services that HistologiX are to provide to the Customer pursuant to this Contract as specified in the Study Plan.
"Study Plan"	The study plan will be issued separately to this Contract
"Materials"	The materials identified in the Study Plan. This includes items we purchase in for the Sponsor and items provided to us by the Sponsor/their third parties/collaborators
"HistologiX"	HistologiX Limited of Biocity, Pennyfoot Street, Nottingham Nottinghamshire NG1 1GF Company No. 05466753
"Sponsor"	The party to this agreement Contracting with HistologiX

The headings in this Contract are for convenience only and shall not affect their interpretation. Unless the context requires otherwise, the singular shall include the plural and vice versa. References to any statute shall include any amendment, variation or replacement of the same.

1. Services

HistologiX shall undertake the Project on the Conditions.

2. Confidentiality

HistologiX shall keep confidential and shall not disclose to any third party at any time without the written consent of the Sponsor any information from the Sponsor relating to the Project or any information arising from the conduct of the Project by HistologiX. Neither the name of HistologiX nor the names of any of its staff shall be used for any advertising, promotional or other public purposes without the prior written consent of HistologiX.

3. Data Protection

Where personal information is or may be disclosed to HistologiX in the course of undertaking the Project, the Sponsor shall be responsible for obtaining all necessary consents and approvals to ensure that such processing is carried out in accordance with the Article 28 Regulation (EU) 2016/679 known as the Data Protection Act 2018, and any other statutes, legislation or laws enacted in the European Economic Area under the General Data Protection Regulation (GDPR) legislative act or any replacement or substitute of the same and will provide evidence of such consents and approvals to the Supplier on request. For the avoidance of doubt HistologiX is registered under the Data Protection Act 2018 with the Office of the Information Commissioner.

4. Quality Assurance

HistologiX shall conduct work relating to this Project in accordance with generally accepted international standards of Good Laboratory Practice (GLP) and Good Clinical Practice (GCP).

5. Health and Safety

The Sponsor shall provide HistologiX with all information available to it regarding known or potential hazards associated with the use of any Materials supplied to HistologiX by the Sponsor. All Materials shipped to HistologiX must be clearly labeled including details of the chemicals the Material is shipped in. All Materials shipped to HistologiX must also be clearly identified with the quote/study number reference.

6. Variations

It is recognised that during a Project, minor variations to a Study Plan may become advisable because of results observed, or at the Sponsor's request. Any change in the Fee resulting therefrom will be incorporated in the final account and notified in writing.

Major changes to the Study Plan required by the Sponsor must be made in writing to HistologiX and will be the subject of a mutually agreed variation of the Fee, which will be substituted for or charged in addition to the original Fee.

7. Reports

HistologiX will provide a draft report on completion of the Project if applicable. On receipt of the Sponsor's approval or 16 weeks after dispatch of the draft, whichever is the sooner, HistologiX will provide at least one paper copy of a final report (the number of copies will be detailed in the Study Plan). If additional copies of reports and any reports not specified in the Study Plan will be provided at the Sponsors request and expense. Draft reports will not normally be issued in the case of short-term or minor Projects.

HistologiX may not publish any report or data prepared for the Sponsor without prior written consent of the Sponsor.

8. Study Plans

The Sponsor shall not make any use of this Contract, or any parts of the Study Plan prepared or supplied by HistologiX or any related documents for any purpose other than, in advance of subscribing to the terms herein, deciding whether to enter into a business relationship with HistologiX or, after subscribing to the terms herein, determining and enforcing or executing its rights and obligations conferred herein without the prior written approval of HistologiX. The Sponsor shall not be entitled to assign or sub-Contract this Contract in whole or in part without the written consent of HistologiX, which shall not be unreasonably withheld.

9. Payment

All invoices are payable within 30 days of presentation of invoice, or in accordance with the payment schedule stated on the supply contract whichever is the later. The payment made on contract signature will be non-refundable. HistologiX reserves the right to cease or suspend all work on the Project for which payment remains in arrears and shall have the right to dispose of any saleable stock or other items employed in connection with the Project to set off the proceeds of such disposal against unpaid accounts. HistologiX reserves the right to charge interest at the rate of 5.0% per month on all overdue payments.

10. Prices

The Fee excludes the cost of importation of samples or specimens and freight charges associated with their return shipment. Prices are exclusive of VAT, which shall be charged, where appropriate, at the prevailing rate.

11. Patents Inventions and Copyright

All copyright, discoveries and patentable inventions, excepting methodological innovation arising during the Project, shall be the property of the Sponsor, and HistologiX shall have no obligation to register, secure or otherwise defend such inventions or discoveries on behalf of the Sponsor.

12. Storage of Materials

HistologiX shall retain in its archive for a period of one year following the date of the final report all original Material data and documentation and test material arising out of the Project for any GLP or GCP study, or for such shorter period as, in the opinion of HistologiX, the quality of the material affords evaluation.

All slides and blocks will be returned to the Sponsor following the issue of the final report or on completion of the services where no report is involved. At the end of the one-year period referred to above, HistologiX shall contact the Sponsor for instructions on the transfer or retention of materials.

Any biological samples taken for analysis in accordance with the Study Plan will be stored deep frozen until issue of the Final Report at which point the frozen material will be returned to the Sponsor or disposed of by HistologiX upon receiving written instruction from the Sponsor.

If at the request of the Sponsor any material is disposed of or delivered to the Sponsor, HistologiX shall be relieved by the Sponsor of any further responsibility thereof, including any claims made against the Sponsor by third parties.

13. Termination

Either the Sponsor or HistologiX shall be entitled to terminate the Contract at any time by giving not less than 28 business days notice in writing to the other.

If the Contract is terminated (other than by reason of default by the Sponsor) HistologiX shall be entitled to charge in accordance with the Contract for all costs and loss of profit incurred arising out of the termination of the Project.

Where the Project is split into multiple Phases, the Sponsor has a Go/No-go decision. HistologiX will not proceed to the following Phase without authorisation from the Sponsor. Where the study is terminated and subsequent Phases are therefore cancelled, the Sponsor will shall not be liable to make any further payments.

If HistologiX terminates the Contract (save where it does so pursuant to clause 14) HistologiX shall reimburse all payments made by the Sponsor to HistologiX in relation to the Project, but HistologiX shall not be liable to make any other reimbursement or pay any compensation whatsoever to the Sponsor in the event of termination.

14. Force Majeure

HistologiX shall not be responsible for and shall not incur any liability for delays, loss, damage, costs, claims, loss of profit, or consequential loss caused by or resulting from: (a) any prohibition, enactment, embargo or other limitation imposed by the United Kingdom or any other government or Local Authority; (b) disease or illness affecting employees of HistologiX; war, industrial action or civil commotion; (d) destruction or damage to buildings by fire, storm, tempest, vandalism, lightning, explosion or bursting or overflowing of water tanks; (e) the failure or withdrawal of public services; (f) acts of God, force majeure or any other cause beyond its control.

15. Limit of Liability

Any liabilities of HistologiX to the Sponsor, howsoever arising, in respect of the Contract and its performance shall be limited to an amount equal to the Contract price (excluding any value added tax thereon).

16. Notices

Notices or other documents to be given under this Contract shall be in writing and delivered by hand, email or sent by post to such address as each party may from time to time designate by written notice to the other. Any such notice or other document shall be deemed to have been received by the addressee if delivered, upon delivery; if posted, on the second working day following the date of posting.

17. General

These Conditions (together with any matters referred to on the face of the Documentation) embody the entire understanding of the parties and override any prior promises, undertakings or representations, and supersedes all prior contracts, arrangements and understandings between the parties.

No waiver granted by any party of any breach of this Contract by any of the other parties shall be considered as a waiver of any subsequent breach of the same or any other provision.

If any provision of this Contract is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of this Contract and the remainder of the provision in question shall not be affected thereby.

This Contract is governed by the laws of England and the English courts shall have the non-exclusive jurisdiction to resolve any disputes arising as a result of or in connection with it.