

## STANDARD TERMS AND CONDITIONS

### 1. Interpretation

1.1 The following definitions and rules of interpretation apply to this Agreement:

**Agreement:** the contract between Roylance and the Client for the supply of Goods and/or Services in accordance with these conditions.

**Business Day:** a day other than a Saturday, Sunday, bank or public holiday in England.

**Charges:** the fees, expenses and charges payable by the Client to Roylance as specified in the Order and more particularly described in the Specification Documents (as varied from time to time in accordance with this Agreement);

**Client:** the person or entity detailed in the Order requesting the supply of the Services and/or Equipment;

**Client Materials:** the information, Materials, Material Data Sheet, documents and content provided to Roylance by the Client from time to time in order to enable Roylance to perform the Services.

**Commencement Date:** the date set out in the Order.

**Contract Year:** the 12 month period from the Commencement Date and each succeeding 12-month period.

**Equipment:** the equipment and/or products set out in the Order (and more particularly described in the Specification Documents) and purchased by the Client.

**Initial Term:** the initial term set out in the Order.

**Installation Plans and Specification:** the installation plans and specification attached to the Order as amended in accordance with the terms of this Agreement.

**Installation Services:** the installation services as set out in the Order and more particularly described in the Installation Plans and Specification (where applicable).

**Intellectual Property Rights:** patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**Maintained Equipment:** any Equipment supplied by Roylance to a Client that is the subject of the Support and Maintenance Services.

**Material:** the materials and samples supplied by the Client in respect of which Roylance will supply the Services, as more particular described in the Material Data Sheet.

**Material Data Sheet:** a written report of the Materials submitted to Roylance setting out a description of the Materials, including but not limited to a unique reference/batch number for the Materials to enable Roylance to identify each Material (if necessary), the quantity of each Material, the dimensions, format and weight of the Materials and any other information as may be reasonably required by Roylance.

**Order:** the Client's order for the Services and/or Equipment as set out in the Client's acceptance of the Quotation and as accepted by Roylance in writing.

**Quotation:** the quotation for Services and/or Equipment in Roylance's standard form.

**Retail Price Index (or RPI):** the Retail Prices Index (as published by the Office of National Statistics) or any official index replacing it.

**Roylance:** means the Roylance company named in the Quotation and/or the Order which enters into this Agreement (being either Roylance Scientific Ltd (registered in England and Wales with Company Number 09133637 whose registered office is at Biohub At Mereside, Alderley Park, Macclesfield, Cheshire, England, SK10 4TG), or Roylance Stability Storage Limited (registered in Scotland with Company Number SC557657 whose registered office is at Biocity Bo'Ness Road, Newhouse, Motherwell, Lanarkshire, United Kingdom, ML1 5UH) ).

**Services:** the services to be provided by Roylance to the Client as set out in the Order and more particularly described in the Specification Documents, including the Storage Services, Validation Services, Installation Services and Support and Maintenance Services (if applicable).

**Site:** the Client's premises at which the Equipment has been or is to be installed or utilised and the Services are carried out.

**Specification:** the description or specification of the required Services and/or Equipment provided by Roylance to the Client as amended in accordance with the terms of this Agreement.

**Specification Documents:** the Order, Specification or other similar document describing the goods and services to be provided by Roylance.

**Storage Services:** the storage services as set out in the Order and more particularly described in the Specification Documents.

**Support and Maintenance Services:** maintenance and support services: as set out in the Order and more particularly described in the Specification Documents.

**Validation Services:** validations services as set out in the Order and more particularly described in the Specification Documents.

**VAT:** value added tax chargeable under English law for the time being and any similar additional tax.

1.2 Headings shall not affect the interpretation of this Agreement.

1.3 A reference to an Agreement or to any other agreement or document referred to in this Agreement is a reference to the Agreement (or other agreement or document) as varied or novated (in each case, other than in breach of the provisions of this Agreement) from time to time.

1.4 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established. A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns.

1.5 A reference to **writing** or **written** includes fax and e-mail.

1.6 References to **clauses** are to the clauses of this Agreement.

1.7 A reference to a statute is a reference to it as amended, extended or re-enacted from time to time.

1.8 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

1.9 Any words following the terms **including**, **include**, or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

### 2. The Agreement

2.1 This Agreement governs the overall relationship of the parties in relation to the provision of the Services and/or Equipment to the exclusion of any other terms that the Client seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealings.

2.2 The Client may request that Roylance provides other services and/or equipment from time to time. If Roylance agrees to provide such other services, the parties will sign a new Order which shall form the basis of a new Agreement.

2.3 Each Order shall be only be deemed to be accepted when Roylance issues written acceptance of the Order at which point and on which date the Agreement shall come into existence. For the avoidance of doubt, each Order accepted by Roylance forms a separate contract between the parties.

2.4 Any samples, drawings, descriptive matter, or advertising produced by Roylance and any descriptions or illustrations contained in Roylance's catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Services and Equipment described in them. They shall not form part of the Agreement or have any contractual force.

2.5 Unless otherwise agreed by Roylance, any quotation given by Roylance shall be valid for [60] days from the date of issue of the quotation.

### 3. Commencement and duration

3.1 Subject to clause 3.2, the provision of the Services will commence (or be deemed to have commenced) on the Commencement Date and will continue, unless terminated earlier in accordance with this Agreement, for the Initial Term, when it shall automatically extend for a further period of 12 months ("**Extended Term**") at the end of the Initial Term and at the end of each Extended Term. Either Party may give written notice to the other party, not later than 3 months before the end of the Initial Term or the relevant Extended Term, to terminate this Agreement at the end of the Initial Term or the relevant Extended Term, as the case may be.

3.2 Where the Order relates solely to the sale and delivery of Equipment and/or Installation Services only, this Agreement will terminate

3.2.1 where Installation Services is included under the Order, upon the installation of the Equipment at the delivery location set out in the Order and receipt of payment in accordance with the Order; or

3.2.2 upon the delivery of the Equipment at the delivery location set out in the Order and receipt of payment in accordance with the Order.

3.3 For the avoidance of doubt, termination or expiry of this Agreement shall not affect any other Agreement still in existence.

### 4. The Services

4.1 Roylance shall use reasonable endeavours to:

4.1.1 provide the Services in accordance with the Specification Documents in a timely manner in all material respects;

4.1.2 perform the Services with a reasonable level of care, skill and diligence in accordance with common practice in Roylance's industry, profession or trade;

4.1.3 use personnel who are suitably skilled, trained and experienced to perform tasks assigned to them, and in sufficient numbers to fulfil its obligations; and

- 4.1.4 comply with all applicable laws and regulations, including those relating to anti-bribery and anti-corruption.
- 4.2 Any additional services, not specified in an Order may be requested by the Client in accordance with the change control provisions set out in clause 11.
- 4.3 Roylance reserves the right to amend any specification (including the Specification) of the Services and any Equipment if required by any applicable statutory or regulatory requirements.
- 4.4 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and the terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Agreement.
- 5. Support and Maintenance Services (if applicable)**
- 5.1 If applicable, Roylance shall supply the Support and Maintenance Services as set out in the Order using reasonable skill and care and the express terms set out in this Agreement in all material respects.
- 5.2 In performing the Support and Maintenance Services, Roylance shall use all reasonable endeavours to restore any malfunctioning or failed Maintained Equipment to good working order while in attendance at the Site. Where this is not reasonably practicable or not reasonably practicable within its normal business hours, shall either arrange for a further visit to the Site within its normal business hours to complete the repair, or where practicable remove the Maintained Equipment or part of the Maintained Equipment for repair off-site.
- 5.3 In the event that additional parts are required in order to restore the Maintained Equipment back into good working order, the Client shall be required to make payment for any such additional parts in the event that any manufacturer guarantee does not cover the costs of any such additional parts for any reason.
- 5.4 Where Roylance are providing Services relating to the equipment not installed by Roylance or emergency services where Roylance are not maintaining the Equipment (or any their equipment), the Client shall maintain at its own expense the Equipment in good and substantial repair in order to keep it in as good an operating condition to enable Roylance to carry out its obligations under this Agreement and Roylance shall not be liable for any costs, charges or losses sustained or incurred by the Client that arise directly or indirectly from such prevention or delay.
- 5.5 If Roylance (in its reasonable opinion) considers the Equipment (or any other equipment) is not in good and substantial repair in accordance with clause 5.4, Roylance may suspend the affected Services until such equipment is in good and substantial repair and Roylance shall not be liable for any costs, charges or losses sustained or incurred by the Client that arise directly or indirectly from such suspension.
- 6. Client Obligations**
- 6.1 The Client shall:
- 6.1.1 co-operate with Roylance (and its sub-contractors and service suppliers) in all matters relating to the Services and/or Equipment;
- 6.1.2 ensure that the details of the Specification Documents and Client Materials are complete and accurate;
- 6.1.3 provide access to premises, equipment and data, and other facilities as may reasonably be requested by Roylance for the purpose of providing the Services, delivering the Equipment and/or installing the Equipment;
- 6.1.4 provide any Client Material as Roylance may request in order to carry out the Services in a timely manner, and keep that information up to date;
- 6.1.5 deliver, obtain and maintain all necessary licences and consents and comply with all relevant legislation in relation to the Services and the use by Roylance of any Client Materials.
- 6.2 If Roylance's performance of its obligations under this Agreement is prevented or delayed by any act or omission of the Client, its agents, subcontractors, consultants or employees, Roylance shall not be liable for any costs, charges or losses sustained or incurred by the Client that arise directly or indirectly from such prevention or delay.
- 6.3 The Client shall be liable to pay to Roylance, on demand, all reasonable costs, charges or losses sustained or incurred by Roylance (including any direct, indirect or consequential losses, loss of profit and loss of reputation, loss or damage to property and those arising from injury to or death of any person and loss of opportunity to deploy resources elsewhere) that arise directly or indirectly from the Client's fraud, negligence, failure to perform or delay in the performance of any of its obligations under this Agreement, subject to Roylance confirming such costs, charges and losses to the Client in writing.
- 7. Materials**
- 7.1 The Client warrants and undertakes that:
- 7.1.1 the Materials subject to the Services will be accompanied by a Material Data Sheet;
- 7.1.2 the Materials submitted by the Client as set out in the Material Data Sheet will be of the same dimension, format, quantity and weight as set out in the Order; and
- 7.1.3 the Materials will comply with the Specification Documents.
- 7.2 For the avoidance of doubt, if there is any discrepancy between the Materials submitted by the Client as set out in the Material Data Sheet and
- the Order, Roylance shall be entitled to amend the Order, Quotation and /or Specification to take account of the discrepancy, inaccuracy or incompleteness and shall provide the Client with written notice setting out:
- 7.2.1 the discrepancy, inaccuracy or incompleteness;
- 7.2.2 any change that need to be made to the
- 7.2.3 Form and any Specification;
- 7.2.4 the likely time required to implement a change;
- 7.2.5 any necessary variations to Roylance's charges arising from the change; and
- 7.2.6 any other impact of the change on this Agreement,
- at which point the Agreement shall be deemed amended in accordance with clause 20.1.
- 7.3 Roylance shall not be liable for any costs, charges or losses sustained or incurred by the Client that arise directly or indirectly from any discrepancy between the Materials submitted by the Client as set out in the Material Data Sheet and the Order, including any inability of Roylance to accommodate such discrepancy, inaccuracy or incompleteness.
- 8. Equipment and installation (if applicable)**
- 8.1 The Equipment supplied to the Client by Roylance under this Agreement shall:
- 8.1.1 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended);
- 8.1.2 be free from defects in design, material and workmanship and remain so for 12 months after delivery and installation; and
- 8.1.3 comply with all applicable statutory and regulatory requirements.
- 8.2 Where Roylance are providing Services relating to the Equipment but are not maintaining the Equipment the Client shall maintain at its own expense the Equipment in good and substantial repair in order to keep it in as good an operating condition to enable Roylance to carry out its obligations under this Agreement and Roylance Scientific shall not be liable for any costs, charges or losses sustained or incurred by the Client that arise directly or indirectly from such prevention or delay.
- 8.3 If Roylance (in its reasonable opinion) considers the Equipment is not in good and substantial repair in accordance with clause 8.2, Roylance may suspend the affected Services until the Equipment are in good and substantial repair and Roylance shall not be liable for any costs, charges or losses sustained or incurred by the Client that arise directly or indirectly from such suspension.
- 8.4 If applicable, Roylance shall provide Installation Services to install the Equipment. The Client shall procure that a duly authorised representative of the Client shall be present at the installation of the Equipment. Acceptance by such representative of installation shall constitute conclusive evidence that the Client has examined the Equipment and has found it to be in good condition, complete and fit in every way for the purpose for which it is intended (save as regards any latent defects not reasonably apparent on inspection). If required by Roylance, the Client's duly authorised representative shall sign a receipt confirming such acceptance.
- 8.5 To facilitate delivery and installation, the Client shall at its sole expense provide all requisite materials, facilities, access and suitable working conditions to enable delivery and installation to be carried out safely and expeditiously including the materials, facilities, power supplies and cables, ground works or other construction works required for the purpose of installing the Equipment, access and working conditions specified in the Order (or otherwise in writing by Roylance).
- 8.6 Where Roylance is not providing Installation Services to install the Equipment, Roylance shall not be liable for any damage, errors or faults of the Equipment arising from or in connection to the installation of the Equipment by a third party.
- 8.7 The Client (at its own expense) shall be solely responsible for obtaining all necessary consents, permissions and licences, including but not limited to landlord consents and licences in order for Roylance to carry out the installation of the Equipment.
- 9. Title and Risk**
- 9.1 The risk of loss, theft, damage or destruction in any Equipment shall pass to the Client on delivery or (if applicable) installation by Roylance.
- 9.2 Title to any Equipment shall not pass to the Client until either:
- 9.2.1 Roylance notifies the Client in writing that title in the Equipment has passed to the Client; or
- 9.2.2 Roylance receives payment in full (in cash or cleared funds) for the Equipment and any other goods or services that Roylance has supplied to the Client in respect of which payment has become due, in which case title to the Equipment shall pass at the time of payment of all such sums.
- 9.3 Until title to the Equipment has passed to the Client, the Client shall:
- 9.3.1 store the Equipment separately from all other goods held by the Customer so that they remain readily identifiable as Roylance's property;

- 9.3.2 not remove, deface or obscure any identifying mark or packaging on or relating to the Equipment;
- 9.3.3 maintain the Equipment in satisfactory condition and keep them insured against all risks for their full price on Roylance's behalf from the date of delivery;
- 9.3.4 notify Roylance immediately if it becomes subject to any of the events listed in clause 17.1.4; and
- 9.3.5 give Roylance such information relating to the Equipment as Roylance may require from time to time.
- 9.4 If before title to the Equipment passes to the Client the Client becomes subject to any of the events listed in clause 17.1.4 or fails to pay by the due date, then, without limiting any other right or remedy Roylance may have:
- 9.4.1 any right of the Client to resell Equipment or use the Equipment in the ordinary course of its business ceases immediately; and
- 9.4.2 Roylance may at any time:
- i. require the Client to deliver up all Equipment in its possession; and
  - ii. if the Client fails to do so promptly, enter any premises of the Client or of any third party where the Equipment are stored or utilised in order to recover them.
- 10. Warranty**
- 10.1 Subject to clause 10.2, if the Client gives notice in writing within a reasonable time of discovery that some or all of the Equipment or Services are defective or faulty Roylance shall, at its option, repair or replace the defective Equipment or re-perform the Services.
- 10.2 Roylance shall not be liable for the faulty or defective Equipment if:
- 10.2.1 the Client makes any further use of such Equipment after giving a notice in accordance with clause 10.1;
- 10.2.2 the defect arises because the Client failed to follow Roylance's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Equipment or (if there are none) good trade practice;
- 10.2.3 the defect arises as a result of Roylance following any drawing, design or specifications supplied by the Client;
- 10.2.4 the Client alters or repairs the Equipment without the written consent of Roylance;
- 10.2.5 the defect arises as a result of fair wear and tear, wilful damage, misuse, negligence, or abnormal working conditions; or
- 10.2.6 the Equipment differs from their description as a result of changes made to ensure they comply with applicable statutory or regulatory standards; and
- 10.2.7 Roylance is not permitted to make a full examination of the alleged defect.
- 10.3 Insofar as the Equipment comprises or contains equipment or components which were not manufactured or produced by Roylance, the Client shall be entitled only to such warranty or other benefit as Roylance has received from the manufacturer of such equipment or components.
- 10.4 If Roylance fails to remedy any material defect in the Equipment in accordance with clause 10, Roylance shall, at the Client's request, accept the return of the Equipment and replace the Equipment with identical or similar (in all material respects) equipment.
- 11. Changes to Services**
- 11.1 If either party wishes to change the scope or execution of the Services, it will submit details of the requested change to the other in writing.
- 11.2 If either party requests a change to the scope or execution of the Services, Roylance shall, if it is willing to provide such amended services, within a reasonable time, provide a written estimate to the Client of:
- 11.2.1 the likely time required to implement the change;
- 11.2.2 any necessary variations to Roylance's charges arising from the change; and
- 11.2.3 any other impact of the change on this Agreement.
- 11.3 If the Client wishes Roylance to proceed with the change, Roylance has no obligation to do so unless and until the parties have agreed the necessary variations to its charges, the Services and any other relevant terms of this Agreement to take account of the change, including (as applicable) the entering into of a new Order in accordance with clause 2.2. Once the change has been agreed, this Agreement shall be deemed to have been varied in accordance with clause 20.
- 11.4 To avoid any doubt, unless otherwise agreed between the parties in writing, if either party wishes to terminate a Service, or reduce its requirements for a Service, it shall serve notice in writing in accordance with clause 3.1.
- 12. Charges and Payment**
- 12.1 In consideration for the provision of the Services and/or supply of the Equipment the Client shall pay to Roylance Scientific the Charges.
- 12.2 The Charges for the provision of the Services shall increase annually, on the anniversary of the Commencement Date by the percentage equivalent to the RPI rate published in the September prior to the anniversary of each Contract Year, or 2%, whichever is the greater.
- 12.3 Roylance also reserves the right to increase the Charges in the event that a statutory change to legislation or other compulsory or recommended requirement means that further costs must be expended by Roylance. Any increases shall be notified to the Client in writing as soon as practicably possible.
- 12.4 Roylance shall invoice the Client and the Client agrees to pay Roylance in accordance with the payment terms set out in the Order issued by Roylance from time to time. Unless agreed otherwise in writing by the parties, the Client shall pay each invoice submitted by Roylance by monthly direct debit, standing order or bank transfer by no later than [30] days following the date of invoice.
- 12.5 All amounts and fees stated or referred to in this Agreement are exclusive of VAT, which shall be added to Roylance's invoice(s) at the appropriate rate.
- 12.6 Without prejudice to any other right or remedy that it may have, if the Client fails to pay the Charges to Roylance Scientific on the due date:
- 12.6.1 the Client shall pay interest on the overdue amount at the rate of 4% per annum above the Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Client shall pay the interest together with the overdue amount; and
- 12.6.2 Roylance may suspend all Services (and all other services it provides to the Client under any other agreement) until payment has been made in full.
- 12.7 All sums payable to Roylance under this Agreement shall become due immediately on its termination. This clause 12.7 is without prejudice to any right to claim for interest under the law, or any such right under this Agreement.
- 12.8 All amounts due under this Agreement shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 12.9 Any additional services or products requested by the Client, not detailed in the Order, will be charged at Roylance's standard rates that apply on the date of delivery of that service (unless a different rate is agreed between the parties in writing in accordance with clause 11).
- 13. Delivery and Installation**
- 13.1 Roylance shall use all reasonable endeavours to effect delivery (and installation if applicable) by the date and time agreed between the parties. Title and risk shall transfer in accordance with clause 9 of this Agreement.
- 13.2 The date of delivery and installation is an estimate only. Time for delivery and if applicable installation shall not be of the essence and Roylance shall not be liable for any loss, costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery or installation of the Equipment.
- 14. Intellectual Property Rights**
- 14.1 The Client acknowledges that all of Roylance's Intellectual Property Rights relating to material existing prior to this Agreement or arising or created in connection with the Services, including but not limited to the Specification Documents, belong to Roylance or the relevant third-party owners (as the case may be). Roylance grants the Client a non-exclusive personal, sub-licensable, royalty free, worldwide license to use and copy the material protected by those Intellectual Property Rights for the Client's own business purposes only.
- 14.2 Any Intellectual Property Rights in the Client Materials shall belong to the Client or the relevant third party owner (as the case may be) and the Client shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Client Materials. The Client grants a worldwide, non-exclusive, royalty free, sub-licensable irrevocable licence to copy, use and modify the Client Materials for the purpose of carrying out its obligations in this Agreement.
- 14.3 The Client warrants, represents and undertakes that:
- 14.3.1 any Client Materials provided to or used by Roylance are owned by the Client; and/or
- 14.3.2 it has received the necessary consents or permissions to use the Client Materials in accordance with this Agreement and any Order or Specification Documents from the applicable owner(s).
- 14.4 The Client shall indemnify Roylance against all damages, losses and expenses arising as a result of any action or claim that the Client Materials breach the warranties, representations or undertakings set out in clause 14.3 or otherwise in infringes a third party's rights.
- 15. Confidentiality**
- 15.1 Each party undertakes that it shall not at any time (during the term of this Agreement or afterwards) disclose to any person any confidential information concerning the activities, affairs, customers, clients or suppliers of the other party, except as permitted by clause 15.2. For the purpose of this clause 15, confidential information means information in whatever form

- (including, without limitation, in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) relating to the business, clients, customers, products, affairs and finances of the parties for the time being confidential to the parties and trade secrets including, without limitation, technical data and know-how relating to the business of the parties or their suppliers, clients, customers, agents, distributors, shareholders or management, whether or not such information (if in anything other than oral form) is marked confidential.
- 15.2 Each party may disclose the other party's confidential information:
- 15.2.1 to its suppliers, employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the party's obligations under this Agreement. Each party shall ensure that its suppliers, employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 15; and
- 15.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 15.3 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under this Agreement.
- 15.4 The Client agrees that it will not send any personally identifiable data of or relating to any third party to Roylance.
- 15.5 Each party shall comply with all relevant data protection legislation in place from time to time. The parties do not consider that Roylance will process personal data on behalf of the Client, but if Roylance is required to do so, the parties will enter into an appropriate data processing agreement.
- 16. Limitation of Liability**
- 16.1 Nothing in this Agreement limits or excludes Roylance's liability for:
- 16.1.1 death or personal injury caused by its negligence;
- 16.1.2 fraud or fraudulent misrepresentation;
- 16.1.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); or
- 16.1.4 any other liability which cannot be limited or excluded by applicable law.
- 16.2 Subject to clause 16.1, Roylance shall not be liable to the Client, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Agreement for:
- 16.2.1 loss of profits;
- 16.2.2 loss of sales or business;
- 16.2.3 loss of agreements or contracts;
- 16.2.4 loss of anticipated savings;
- 16.2.5 loss of or damage to goodwill;
- 16.2.6 loss of use or corruption of software, data or information; or
- 16.2.7 any indirect or consequential loss.
- 16.3 Subject to clause 16.1 and clause 16.2, in respect of all claims (connected or unconnected) arising in any Contract Year (or following expiry or termination of this Agreement), Roylance's total liability to the Client, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Agreement shall be limited to a sum equivalent to the total Charges paid by the Client in that period (or for claims arising after termination or expiry of this Agreement the Charges paid in the last Contract Year).
- 17. Early Termination**
- 17.1 Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving written notice to the other party if:
- 17.1.1 the other party fails to pay any amount due under this Agreement (or any other agreement between the parties) on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment;
- 17.1.2 the other party commits a material breach of any other term of this Agreement (or any other agreement between the parties) which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 21 days after being notified in writing to do so;
- 17.1.3 the other party repeatedly breaches any of the terms of this Agreement (or any other agreement between the parties) in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement; or
- 17.1.4 the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts; or goes into administration or liquidation either compulsorily or voluntarily (save for the purposes of solvent reconstruction or amalgamation); or the other party (being an individual) is the subject of a bankruptcy petition or order; or if a receiver or administrative receiver is appointed in respect of the whole or any part of its assets; or if either party makes an assignment for the benefit of or composition with its creditors generally; or if it ceases to trade; or threatens to do any of the aforementioned things; or if any analogous events occur with respect to either party in any jurisdiction to which it is subject.
- 17.2 On termination or expiry of this Agreement:
- 17.2.1 the Client shall immediately pay to Roylance all of Roylance's outstanding unpaid invoices and interest and, for Services and/or Equipment for which no invoice has been submitted, Roylance shall submit an invoice, which shall be payable by the Client immediately on receipt;
- 17.2.2 all rights and licenses granted to the Client under this Agreement shall cease;
- 17.2.3 within 10 days after the date of termination the Client shall promptly destroy or, if Roylance shall so elect, deliver to Roylance or any other person designated by Roylance, at the Client's expense, all material owned by Roylance in its possession;
- 17.2.4 Roylance may destroy or otherwise dispose of any of the Client Materials in its possession unless Roylance receives, no later than 10 Business Days after the effective date of the termination of this Agreement, a written request for the delivery to the Client of the Client Materials. Roylance shall use reasonable endeavours to deliver a copy of the Client Materials to the Client within 30 days of its receipt of such a written request, provided that the Client has, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination). The Client shall pay all reasonable expenses incurred by Roylance in returning or disposing of Client Materials;
- 17.2.5 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 agreement which existed at or before the date of termination or expiry.
- 17.3 Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement shall remain in full force and effect.
- 18. Force majeure**
- 18.1 Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control, including but not limited to non-performance by subcontractors ("**Force Majeure Event**"). In such circumstances, subject to compliance with clause 18.2, the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for 3 months, the party not affected may terminate this agreement by giving 1 month's written notice to the affected party.
- 18.2 The affected party shall:
- 18.2.1 as soon as reasonably practicable after the start of the Force Majeure Event but no later than 14 days from its start, notify the other party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the agreement; and
- 18.2.2 use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations, including implementing the contingency plan where appropriate.
- 19. Conflict**
- 19.1 If there is an inconsistency between any of these terms and those set out in an Order, the provisions in the Order shall prevail. If there is more than one Order for the same type of Equipment or Services, the terms of the latest Order shall prevail.
- 20. Variation**
- 20.1 Except as set out in these Standard Terms, no variation of the Agreement, including the introduction of any additional terms and conditions shall be effective unless it is agreed in writing and signed by both Roylance.
- 21. General**
- 21.1 A failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy.
- 21.2 The rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.
- 21.3 If any provision or part-provision of this Agreement 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 or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.
- 21.4 Notwithstanding clause 21.3, if any provision or part-provision of this Agreement 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.

- 21.5 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 21.6 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.
- 21.7 Nothing in this clause shall limit or exclude any liability for fraud.
- 21.8 The Client shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement without prior written consent of Roylance.
- 21.9 Roylance may at any time assign, transfer, mortgage, charge subcontract and deal in any other manner with any or all of its rights and obligations under this Agreement.
- 21.10 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party. Each party confirms it is acting on its own behalf and not for the benefit of any other person.
- 21.11 No one other than a party to this Agreement, their successors and permitted assignees, shall have any right to enforce any of its terms.

## **22. Notices**

- 22.1 Any notice given to a party under or in connection with this contract shall be in writing and shall be delivered by hand or by pre-paid recorded first-class post or other next working day recorded delivery service at its registered office (if a company) or its principal place of business (in any other case).
- 22.2 Any notice shall be deemed to have been received:
  - 22.2.1 if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;
  - 22.2.2 if sent by pre-paid recorded first-class post or other next working day recorded delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service.
- 22.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 22.4 For the purposes of this clause, "writing" shall not include e-mail.

## **23. Governing law and Jurisdiction**

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