

VLSI Terms and Conditions - Republic Of Ireland

1 Interpretation

1.1 Definitions:

Charges: the fees charged for provision of the Tests as set out in the Supplier's pricing brochures as available from the Supplier. **Contract:** means the contract for the sale and purchase of Tests between Supplier and the Client. **Client:** means the person, firm, company or other organisation, who or which has ordered the Tests from the Supplier. **Sample Submission Form:** means the document setting out (i) the Client account details; (ii) the animal patient details; (iii) the Samples submitted by the Client to the Supplier; (iv) the Tests, the codes and prices of such Tests; and (v) any relevant animal clinical information. **Tests:** means the veterinary pathology tests offered by the Supplier to the Client. **Supplier:** the relevant member of the Veterinary Pathology Group providing the Tests to the Client and which belongs to the Synlab group of companies.

2 Basis of Contract

2.1 By placing an order for the Tests using the Sample Submission Form (the "Order"), the Client accepts these Terms and Conditions and any other instructions supplied to the Client by the Supplier in relation to an accepted Order. These Terms and Conditions apply to the Order to the exclusion of any other terms that the Client seeks to impose or incorporate, of which are printed on any purchase orders, invoices, or any other documentation or correspondence issued by the Client, or implied by trade, custom, practice or course of dealing.

3 Services and Goods

3.1 The Supplier reserves the right to make changes to the Tests which are necessary to comply with any applicable laws. Further the Supplier shall use its reasonable endeavours to notify the Client of any Client errors in filling out the Sample Submission Form (such as the correct Test codes, Test prices etc) as soon as reasonably possible.

4 Client Responsibilities

4.1 Any dates or turnaround times quoted by the Supplier for delivery of the Tests are approximate only, and the time for delivery of the Goods or performance of the Services will not be of the essence.

4.2 The Client shall, prior to the collection of any sample by the Supplier (where applicable), or before the sample is dispatched: (i) check the Sample Submission Form to ensure that it is factually correct and include this with the samples; and (ii) ensure that the samples are in good order; and (iii) package and seal the samples correctly; and (iv) in the event that samples are dispatched to the Supplier via mail or courier, comply with the applicable postal regulations.

5 Sample Acceptance

5.1 The Supplier shall notify the Client as soon as reasonably possible in the event that a Client's sample cannot be accepted for testing due to: (i) deficiencies in such sample; and/or (ii) that the sample has been spoilt in transit; and/or (iii) the Supplier is unable to conduct some or all of the Client requested Tests for any reason whatsoever.

5.2 Upon completion of a test the Supplier shall, at the election of the Client, either (i) retain the sample and its related data for seven (7) days; or (ii) destroy the sample and its related data after seven (7) days.

6 Warranties

6.1 The Supplier represents and warrants to the Client that the Tests will be performed with reasonable skill and in accordance all applicable laws.

6.2 Except as expressly provided in these Terms and Conditions, the Supplier gives no warranties or representations to the Client in respect of the Tests.

6.3 The Client represents and warrants to the Supplier that, up to the point of delivery of the Client's samples to the Supplier, the Client shall comply with all relevant laws, regulations and guidelines about the collection and transportation of animal samples.

7 Compensation and Invoicing

7.1 In consideration of the Tests, the Client shall pay the Charges. Prices quoted in the Supplier's pricing brochures are exclusive of VAT.

7.2 The Supplier will invoice the Charges, as set out in either the Sample Submission Form and/or the Supplier's pricing brochures, or as otherwise agreed in writing between the parties.

7.3 The Client shall pay all invoiced amounts within seven (7) days from the date of the invoice, or within thirty-one (31) days where a direct debit payment arrangement is set up between the Client and the Supplier (or the Supplier's third party direct debit collection provider).

7.4 Where any taxable supply for VAT purposes is made under the Contract between the Client and the Supplier, the Client shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of Tests at the same time as the Charges are due.

7.5 The Client shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law. The Client shall not be entitled to assert any credit, set-off or counter-claim against the Supplier in order to justify withholding payment of any such amount in

whole or in part. The Supplier may, without limiting its other rights or remedies, set off any amount owing to it by the Client against any amount payable by the Supplier to the Client.

8 Data Protection

8.1 The parties acknowledge that the Supplier shall not accept any personal data from the Client relating to the Client's customer. In the event that the Supplier receives such information from the Client, the Supplier shall, at its own option, destroy or redact such data.

9 Termination

9.1 Either party shall have the immediate right to terminate a Contract, effective upon provision of written notice to the other party, if such other party (i) commits a material breach of its contractual obligations which, in the case of breach capable of remedy, has not been remedied within 30 days of receipt of a request from the other party; or (ii) becomes insolvent, enters into bankruptcy or has bankruptcy proceeding instigated against it, makes a general assignment for the benefit of its creditors or enters into or proposes any composition or arrangement with its creditors generally or makes a written statement to the effect that the party is unable to pay its debts as they become due or is the subject of an order made or a resolution passed to wind-up the other party or a liquidator, examiner or receiver is appointed to the other party or over its business, undertaking or assets.

9.2 A party's right of termination under Clause 9.1 shall be in addition to any other rights or remedies it may have at law or in equity.

10 Exclusion and Limitation of Liability

10.1 Nothing in these Terms and Conditions excludes or limits the liability of either party for (i) death or personal injury caused by the negligence of that party or its employees; (ii) fraudulent misrepresentation; or (iii) any other liability that cannot be excluded under the applicable law.

10.2 Neither party shall be liable to the other for any loss of profit, loss of income, loss of business, loss of or damage to goodwill, loss of anticipated savings, or any indirect or consequential loss of whatever nature howsoever caused.

10.3 Save for those heads of loss set out in Clause 11.1, the Supplier's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise, arising in connection with the performance or contemplated performance of a Contract shall be limited to an amount equal to the total of all sums properly due and payable to the Supplier for the affected Test.

11 Subcontracting, Assignment and Third Party Rights

11.1 The Client shall not be entitled to assign, charge, subcontract or transfer its obligations under a Contract or any part of it without the prior written consent of the Supplier such consent not to be unreasonably withheld. The Supplier may assign, charge, novate or transfer its rights and obligations under this Contract, in whole or in part, to any of its affiliates within the Synlab group of companies, without the Client's consent. The Supplier reserves the rights to subcontract its obligations under a Contract.

11.2 These Terms and Conditions may be amended by the Supplier at any time without notice to the Client.

12 Force Majeure

12.1 Neither party shall be in breach of the Contract nor liable for delay in fulfilling its obligations or failure to perform its obligation if such delay of failure results from events beyond its reasonable control (**Force Majeure Event**). If a Force Majeure Event exceeds one (1) month a Party may cancel the Contract without liability.

13 Intellectual Property

13.1 Any intellectual property rights subsisting in the Tests created by the Supplier prior to or in the course of the performance of a Contract shall remain the property of the Supplier.

14 Dispute Resolution

14.1 If a dispute arises out of or in connection with the Contract then: (i) the parties shall, within 15 days of a written request from one party to the other, meet in good faith to resolve the dispute; (ii) if the meeting fails to wholly resolve the dispute either party may request in writing that the parties enter into an alternative dispute resolution procedure with the assistance of a mediator agreed by the parties or, in default of such agreement, appointed by the Centre for Effective Dispute Resolution (CEDR), and shall attempt to settle the dispute in accordance with the CEDR procedures then in force. In the event of a scientific or technical dispute, the parties shall refer the matter to the Veterinary Defence Society. The Parties shall bear their own legal costs of complying with this Clause 14, but the costs and expenses of mediation shall be borne by the Parties equally.

15 Governing Law

15.1 A Contract shall be governed under the laws of the Republic of Ireland and the Courts of the Republic of Ireland shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Contract.