

LANGFORD VETERINARY SERVICES

Terms and conditions for diagnostic services

Thank you for your interest in purchasing our diagnostic services which are described on our website, submission forms and in our brochure. Submission of a sample to us is an offer to purchase the services described. It is your responsibility to follow the sample submission process described on our website, submission forms and brochure. Where you select a carrier to deliver the sample to us, you must additionally ensure you adhere to any requirements of the carrier. Any failure by you or the carrier to take care in this process may lead to the rejection or destruction of the sample. In those circumstances, you would need to obtain and deliver a replacement sample at your cost.

These terms, the submission forms and brochure have been provided or made available to the you:

- through accessing or downloading from the Website;
- by email using the contact details specified by you; or
- otherwise in the course of setting up your account.

In the following Conditions, you (the individual or organisation specified in the submission form) are referred to as the "Customer" and we are referred to as "LVS" (see company details in paragraph 1).

The Customer can purchase our services by completing and submitting the appropriate submission form. Once LVS have confirmed acceptance of the submission (see paragraph 3.2), a contract is formed between the Customer and LVS. That contract ("Contract") comprises the relevant submission form, the brochure and these Terms and conditions for diagnostic services (referred to as "Conditions"). The Contract may cover "Diagnostic" or "*Clostridium estertheticum*" testing services, as described in the brochure and Website.

Contracts will be recorded by LVS using its own filing system, which is accessible to LVS but not to the Customer. The Customer may request a copy of its Contracts at any time, and LVS will provide an electronic copy of the Contract within a reasonable period. Contracts are not filed with any third-party repository.

Contracts are concluded and available only in English.

1 About LVS

Company details. Langford Veterinary Services Limited, trading as Langford Vets Diagnostic Laboratories, is a company registered in England and Wales (company number 06798554) with its registered office at Beacon House University of Bristol, Queens Avenue, Bristol, England, BS8 1SE (LVS). VAT number: GB991261800.

Contacting us to make requests for information. Please send information requests to labs@langfordvets.co.uk or call 0117 3940510.

Complaints. Please raise complaints either directly with us using the contact details provided above or through the feedback form available on our Website. If you have notified us of a complaint, we will follow the process set out in our current complaints procedure available on our Website.

2 Interpretation

The following definitions and rules of interpretation apply in these Conditions.

2.1 Definitions:

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

Charges: the charges, including cancellation fees and other payments, payable by the Customer for the supply of the Services in accordance with clause 6.

Commencement Date: has the meaning given in clause 3.2.

Conditions: these terms and conditions as amended from time to time in accordance with clause 12.7.

Contract: the contract between LVS and the Customer for the supply of Services in accordance with these Conditions, which comprises the relevant Order and these Conditions.

Customer Default: has the meaning given in clause 5.2.

Data Protection Law: all applicable data protection and privacy laws in force from time to time in any part of the United Kingdom including the UK GDPR; the Data Protection Act 2018; and the

Privacy and Electronic Communications Regulations 2003 (SI 2003/2426).

Deliverables: the lab test results, related analysis and any commentary produced by LVS for the Customer in respect of the diagnostic tests specified on the Order or otherwise agreed in accordance with the Contract.

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), 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.

Order: the Customer's order for Services in relation to a Sample or Samples as set out in the submission form made available by LVS to the Customer from time to time, including through the Website, and completed and returned to LVS or otherwise agreed by the parties with respect to Services.

Sample: a sample provided by the Customer to LVS to which an Order relates.

Services: the conduct of the diagnostic tests and the preparation of advisory notes selected by the Customer on the Order, or otherwise agreed in accordance with the Contract, and the reporting of results in the form of Deliverables.

System: the internet-based system or other system that is identified by LVS from time to time for the completion of submission forms or making of advance payments by Customer.

Turnaround Time: within the applicable period specified by LVS on its Website or brochure or confirmed in its acceptance of the Order, being the number of Business Days after LVS receives the Order and the Sample and confirms its acceptance of the Order.

Website: means <https://www.langfordvets.co.uk/diagnostic-laboratories/>.

UK GDPR: has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

2.2 Interpretation:

2.2.1 A reference to legislation or a legislative provision:

(a) is a reference to it as amended, extended or re-enacted from time to time; and

(b) shall include all subordinate legislation made from time to time under that legislation or legislative provision.

2.2.2 Any words following the terms including, include, in particular, for example 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.

2.2.3 A reference to writing or written includes email but not fax.

3 Basis of contract

3.1 To request Services, the Customer must complete the applicable submission form and deliver the related Sample(s) to LVS in accordance with these Conditions and the relevant instructions (including Sample shipping instructions) in the submission form, brochure, and Website. Each Order constitutes an offer by the Customer to purchase Services in accordance with these Conditions.

3.2 The Order shall only be deemed to be accepted when LVS receives the Order and the Sample, and LVS either confirms acceptance in writing or begins to provide the requested Services, at which point and on which date the Contract shall come into existence (**Commencement Date**). The Contract shall, unless terminated or cancelled earlier in accordance with its terms, expire on the date on which LVS completes the Services (by providing all due Deliverables) or, if later, receives due payment for the Services.

3.3 Except as referred to in the Order and the brochure provided or made available to the Customer, any descriptive matter or advertising issued by LVS is 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 or have any contractual force. These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

3.4 If an advance payment has been made in anticipation of purchasing the Services, LVS is entitled to apply that payment as consideration for the Services on LVS's acceptance of the order.

3.5 If, following a request for Services, the request is not accepted by LVS, then LVS will contact the Customer using the contact details specified on the submission form and confirm the rejection. Following rejection, LVS is entitled to destroy or dispose of any affected Samples.

3.6 For some services the applicable submission form may be made available to the Customer as an online form for completion. In this case, the Customer will be prompted to

check the submission details to confirm that they are free of input errors and have an opportunity to correct them.

Submission of the form is a contractual offer to purchase the requested Services as described in the online submission form.

3.7 The Customer may be provided or given access to an electronic copy of the applicable submission form (such as an attachment to an email or a link to download the form). In that case, the means of ordering Services are manual, not technological, and will not include any technical means to identify input errors. Customers must manually check the submission form carefully before submitting it as this is the Customer's contractual offer to purchase the requested Services.

3.8 On submitting an online submission form, the Customer will receive or be given access to electronic confirmation of submission. On submitting a manual submission form, the Customer may or may not receive electronic confirmation of submission. Confirmation of submission is not an acceptance of the Customer's offer.

4 Supply of Services

4.1 LVS shall use reasonable endeavours to meet the Turnaround Time, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services. The Turnaround Time applies to the making available of Deliverables in accordance with clause 4.2.

4.2 The Deliverables shall be made available to the Customer only via email (which may include direct email or email from a System) or by access to a System after completion of the diagnostic and related Services.

4.3 LVS reserves the right to amend the Services if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Deliverables, and LVS shall notify the Customer in any such event.

4.4 LVS reserves the right to amend or withdraw Services listed on the submission form, brochure and Website from time to time.

4.5 LVS warrants to the Customer that the Services will be provided using reasonable care and skill.

4.6 LVS may, at its absolute discretion, accept Customer requests to amend the Order to include:

4.6.1 additional Services on a Sample over and above those specified on the Order. The Customer must pay the relevant Charges for any such additional Services; or

4.6.2 repeating the Services on a Sample (subject to Sample availability). LVS reserves the right to invoice the Customer for the relevant Charges in respect of any repeat Services.

4.7 If a Customer requests urgent Services to be completed in less than the Turnaround Time, LVS may agree at its absolute discretion to provide such urgent Services and will provide an estimated timescale for the provision of Deliverables in that case. Unless otherwise agreed, LVS shall be entitled to increase the Charges in respect of those urgent Services to the applicable urgent rate specified in accordance with clause 6.1.

5 Customer's obligations

5.1 The Customer shall:

- 5.1.1 Follow the guidance published on the Website or provided within the submission form or brochure with respect to the minimum requirements for Samples, Sample delivery and the Services being purchased;
- 5.1.2 ensure that the terms of the Order input by the Customer are complete and accurate and that sufficient information about the Sample is provided;
- 5.1.3 ensure that the Sample is submitted to LVS along with the Order;
- 5.1.4 ensure that the correct desired Services are selected on the Order for the Sample being submitted;
- 5.1.5 ensure that the Sample arrives with LVS in a suitable state for testing, for example the Sample must be individually labelled, legible, relevant to the Order and packaged to avoid cross contamination;
- 5.1.6 ensure that, if applicable, the Sample is sent to LVS in the bag and rigid insert provided by LVS to protect it in transit;
- 5.1.7 comply with applicable laws concerning the content and delivery of Samples up to the point of delivery to LVS;
- 5.1.8 co-operate with LVS in all matters relating to the Services;
- 5.1.9 comply with third party terms relating to the Customer's use of any System, which may be made available to Customer on accessing the System or provided to the Customer by LVS or the operator of the System from time to time, and ensure it and any users it authorises use the System reasonably for the purpose for which it is made available;
- 5.1.10 provide LVS with such instructions, information and materials as LVS may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects; and
- 5.1.11 obtain and maintain all necessary licences, permissions and consents in respect of the Sample and any information provided in the Order which may be required for the Services before the date on which the Services are to start.
- 5.2 If LVS's 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**), regardless of LVS's acceptance of the Order:
- 5.2.1 without limiting or affecting any other right or remedy available to it, LVS shall have the right to:
- (a) 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 in each case to the extent the Customer Default prevents or delays LVS's performance of any of its obligations;
- (b) determine that the Customer has cancelled the affected Services (if performance has been suspended for more than 5 Business Days), in which case clause 10.4 will apply;
- (c) request that a new Sample is provided; and
- (d) dispose of any relevant Sample that LVS has deemed unsuitable for testing.
- 5.2.2 LVS shall not be in breach of this Contract if the breach arose directly or indirectly from Customer's failure or delay to perform any of its obligations as set out in clause 5.1;
- 5.2.3 LVS shall be entitled to apply a repeat Charge for the Services in the event that a new Sample is provided for testing; and
- 5.2.4 the Customer shall reimburse LVS on written demand for any costs or losses sustained or incurred by LVS arising directly or indirectly from the Customer Default.
- 5.3 LVS may or may not supply advisory notes on the results of Services as part of the Services in response to an Order. With respect to any advisory notes:
- 5.3.1 Veterinary Diagnostics: The interpretation, if any, will be provided by LVS Veterinary Clinical Pathologists and will be based on an objective assessment of test results and clinical history (if provided) and may include a recommendation for further diagnostic testing. Except for advice to excise a tumour, this is not intended as clinical advice for the treatment or control of particular animals. In some circumstances, the results of Services will not include any advisory note. This is indicated by the inclusion of the comment "Result authorised by Senior Scientist" or "Result authorised without clinical pathologist interpretation".
- 5.3.2 *Clostridium estertheticum*: The advisory notes, if any, will be provided by LVS Scientists and will be based on an objective assessment of test results and other information provided by the client at the time of placing the Order. They are not intended to be, or replace food storage and safety professional advice and the Customer accepts that it (not LVS) is responsible for assessing risk and making product decisions (including about spoilage, health and environmental risks, product release and recall, among other things), taking all relevant factors into consideration.
- 5.4 The Customer acknowledges that the Services or Deliverables may trigger mandatory pathogen or disease reporting by LVS and irrevocably grants LVS permission to make the required report in accordance with applicable laws, identifying the Customer as the known source of the Sample and any other information provided by Customer as required. Including their contact information to the relevant and required bodies.
- 5.5 Title to each Sample received by LVS transfers to LVS on LVS's acceptance of the related Order and the Customer agrees that LVS may use each Sample for the Services and retain and use the Sample for re-testing, quality control and assurance, research, and otherwise to demonstrate compliance with the Contract. Unless otherwise agreed, each Sample may be used to destruction or disposed of after the Services and LVS is under no obligation to return any amount of any Sample.
- 5.6 All advice within the Deliverables or provided during the course of the Services is intended for the Customer only and it is not intended or expected that any third party will rely on it for any purpose. The Customer will not, through any act or omission, put in place any relationship between LVS and any third party or cause or permit a third party to rely on LVS

advice or Deliverables. The Customer is not permitted to amend any Deliverables, including by removing any disclaimer or similar language.

- 5.7 The Customer agrees that they will not use the names, logos and trademarks of LVS in any public statement or publication or within any post on any public forum or social media platform without written approval from LVS, which must have been provided before proceeding.

6 Charges and payment

6.1 The Charges for the Services shall be calculated in accordance with LVS's current price list at the date of the Contract displayed on its Website or otherwise specified in the Order, subject to clause 4.7. Charges do not include applicable taxes, which are payable in addition, but do include delivery (unless specific delivery Charges are specified, there is no additional charge for delivery). The price payable by the Customer is the applicable price stated in the Website price list or, if different, the submission form made available to the Customer at the time of making the Order. LVS is entitled to change the price at any time by updating its Website price list or submission form, after which the updated pricing will apply to new Orders. It is the Customer's responsibility to check the applicable price before submitting its Order.

6.2 LVS is entitled to invoice the Customer following completion of the Services. If advance payment (in part or in full) is a requirement of requesting the Services (which will be specified in the submission form or Website) or otherwise agreed, LVS is entitled to invoice for payment in advance.

6.3 The Customer shall pay each invoice submitted by LVS:

- 6.3.1 within 30 days of the date of the invoice; and
- 6.3.2 in full and in cleared funds to a bank account nominated in writing by LVS, and
- 6.3.3

time for payment shall be of the essence of the Contract.

6.4 LVS may request that the Customer makes payment through the Website, System or other method specified by LVS in writing from time to time. If advance payment is required, LVS is entitled to delay the start of Services until the due payment is received.

6.5 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by LVS to the Customer, the Customer shall, on receipt of a valid VAT invoice from LVS, pay to LVS 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.

6.6 All amounts due under the Contract 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).

7 Intellectual property rights

7.1 All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by the Customer) shall be owned by LVS.

7.2 LVS grants to the Customer, a non-exclusive, royalty-free licence to use and copy the Deliverables for the purpose of

receiving the Services and using the Deliverables in its business.

7.3 The Customer shall not sub-license, assign or otherwise transfer the rights granted in clause 7.2, except that the Customer may sublicense as reasonably required for the purpose stated in clause 7.2 subject to clause 5.6.

8 Data protection

8.1 For the purposes of this clause 8, the terms "controller", "data subject" and "personal data" shall have the meaning given to them in the UK GDPR.

8.2 Both parties will comply with all applicable requirements of Data Protection Law. This clause 8 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under Data Protection Law.

8.3 In respect of any personal data that is shared pursuant to this Contract, the parties acknowledge and accept that they are each an independent controller of such personal data.

8.4 Each party shall ensure that it complies with all the requirement of Data Protection Law, including, any notification of data subjects that is required as a result of this Contract.

8.5 Should the determination in clause 8.3 change or be found inaccurate, the parties shall use all reasonable endeavours make any changes that are necessary to this clause 8 so as to ensure that the provisions of this clause 8 are consistent with the parties' obligations under Data Protection Laws.

9 Limitation of liability

9.1 References to liability in this clause 9 include every kind of liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

9.2 Nothing in this clause 9 shall limit the Customer's payment obligations under the Contract.

9.3 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:

- 9.3.1 death or personal injury caused by negligence;
- 9.3.2 fraud or fraudulent misrepresentation; and
- 9.3.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

9.4 Subject to clause 9.3, LVS's aggregate liability to the Customer for all claims, losses or damages, whether arising from tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract will in no circumstances exceed the total aggregate Charges for the Services under the Contract.

9.5 Subject to clause 9.2 and clause 9.3, this clause 9.5 sets out the types of loss that are wholly excluded:

- 9.5.1 loss of profits.
- 9.5.2 loss of sales or business.
- 9.5.3 loss of agreements or contracts.
- 9.5.4 loss of anticipated savings.
- 9.5.5 loss of use or corruption of software, data or information.

- 9.5.6 loss of or damage to goodwill; and
- 9.5.7 indirect or consequential loss.
- 9.6 LVS has given commitments as to compliance of the Services with relevant specifications in clause 4. In view of these commitments, the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract. In addition, the Customer accepts that it is responsible for: (a) deciding what Samples to provide and for ensuring the Samples are of sufficient quality and quantity; (b) collecting, preparing, storing and packaging the Samples and delivering or arranging delivery of Samples; (c) assessing and deciding whether the Services are suitable and sufficient for the Customer's purposes; and (d) assessing and determining any action to take based on, and what weight is to be given to, the findings and advice in the Deliverables (taking all other relevant factors and circumstances into account). Accordingly, LVS will not be responsible or liable for and assumes no obligations relating to matters that are the responsibility of Customer. With respect to Systems, LVS provides no promise or warranty that the Systems will be available at all times or free from errors, glitches or security vulnerabilities.
- 9.7 Unless the Customer notifies LVS that it intends to make a claim in respect of an event within the notice period, LVS shall have no liability for that event. The notice period for an event shall start on the day on which the Customer became, or ought reasonably to have become, aware of the event having occurred and shall expire 6 months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.
- 9.8 This clause 9 shall survive termination or cancellation of the Contract.

10 Termination and cancellation

- 10.1 Without affecting any other right or remedy available to it, LVS may terminate the Contract by giving the Customer 48 hours' written notice.
- 10.2 Without affecting any other right or remedy available to it, LVS may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer:
- 10.2.1 the Customer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business[or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction];
- 10.2.2 the Customer suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business;
- 10.2.3 the Customer's financial position deteriorates to such an extent that in LVS's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy;

10.2.4 the Customer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 10 Business Days of being notified in writing to do so; or

10.2.5 the Customer fails to pay any amount due under the Contract on the due date for payment.

- 10.3 The Customer may cancel the Services or Contract by written notice to LVS at any time.
- 10.4 If the Customer cancels the Services or Contract under clause 10.3 (other than for a Force Majeure Event), LVS reserves the right to charge a cancellation fee. Without any promise by LVS, requests for Services are normally accepted or rejected within 24 hours after receipt of the Order and the Sample by LVS. No cancellation fees apply before acceptance. Unless otherwise agreed, the cancellation fee applicable to Services shall be 50% of list price for any tests that are in process. The full price will be charged for any Services that are complete and a report has been sent to the Customer by LVS. LVS may issue an invoice for a cancellation fee at any time after a relevant cancellation request is received.
- 10.5 Without affecting any other right or remedy available to it, LVS may suspend the supply of Services under the Contract or any other contract between the Customer and LVS if:
- 10.5.1 the Customer fails to pay any amount due under the Contract on the due date for payment;
- 10.5.2 the Customer becomes subject to any of the events listed in clause 10.2.2 or clause 10.2.3, or LVS reasonably believes that the Customer is about to become subject to any of them; or
- 10.5.3 LVS reasonably believes that the Customer is about to become subject to any of the events listed in clause 10.2.1.

11 Consequences of termination

- 11.1 On cancellation of Services or termination or expiry of the Contract:
- 11.1.1 LVS is entitled to submit an invoice in respect of Services supplied but for which no invoice has been submitted, which shall be payable by the Customer immediately on receipt.
- 11.1.2 The Customer shall immediately pay to LVS all of LVS's outstanding Charges, including those payable under unpaid invoices and any invoices issued under clause 11.1.1 and any applicable cancellation fees, together with all applicable interest.
- 11.1.3 LVS may retain, destroy, or otherwise dispose of Samples in accordance with clause 5.5.
- 11.2 Cancellation of Services and termination or expiry of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of cancellation, termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of cancellation, termination or expiry.
- 11.3 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after cancellation, termination or expiry of the Contract shall remain in full force and effect.

12 General

- 12.1 Force majeure.

12.2 LVS shall not be in breach of this Contract or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from events, circumstances or causes beyond its reasonable control. The time for performance of such obligations shall be extended accordingly.

12.3 If the period of delay or non-performance continues for four weeks, the Customer may terminate the Contract by giving two weeks' written notice to LVS.

12.4 Assignment and other dealings.

12.4.1 LVS may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.

12.4.2 The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of LVS.

12.5 Confidentiality.

12.5.1 Each party undertakes that it shall not at any time during the Contract, and for a period of two years after cancellation, termination or expiry of the Contract, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 12.5.2.

12.5.2 Each party may disclose the other party's confidential information:

(a) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations or exercising rights under the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 12.5 as if they were a party; and

(b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

12.5.3 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations or exercise its rights under the Contract.

12.6 Entire agreement.

12.6.1 The Contract and the documents referred to in it constitute the entire agreement between the parties and supersede and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

12.6.2 Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

12.6.3 Nothing in this clause shall limit or exclude any liability for fraud.

12.7 **Variation.** Except as set out in these Conditions, no variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

12.8 **Waiver.** A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract 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. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

12.9 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement. If any provision or part-provision of this Contract deleted under this clause 12.9 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

12.10 Notices.

12.10.1 Any notice given to a party under or in connection with the Contract shall be in writing and shall be:

(a) delivered by hand or by pre-paid first-class post or other next Business Day delivery service to the address of the recipient that is set out in the Contract Details; or

(b) sent by email to:

(i) the email address of the Customer which is set out in the Order; or

(ii) labs@langfordvets.co.uk for LVS.

12.10.2 Any notice shall be deemed to have been received:

(a) if delivered by hand, at the time the notice is left at the proper address;

(b) if sent by pre-paid first-class post or other next Business Day delivery service, at 9.00 am on the second Business Day after posting; or

(c) if sent by email, at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume.

12.10.3 This clause 12.10 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

12.11 **Third party rights.** Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

12.12 **Dispute resolution.** If any dispute arises in connection with this agreement, the parties agree to enter into mediation in good faith to settle such a dispute and will do so in accordance with the Centre for Effective Dispute Resolution

(CEDR) Model Mediation Procedure. Unless otherwise agreed between the parties within 14 Business Days of notice of the dispute, the mediator will be nominated by CEDR.

12.13 **Governing law.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the law of England and Wales.

12.14 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.